

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**SECTION B: SUPPLIES OR SERVICES – The following quantities are estimates.**

CLIN	Description	Unit	A Base Year	B Option Year 1	C Option Year 2	D Option Year 3	E Option Year 4
1	<b>File Maintenance</b>						
	Estimated Annual Qty (see below)						
	Reference Refiling	Document	0	0	0	0	0
	Artifacts Retrieved & Refiled	File	81,000	72,800	65,200	59,000	54,000
	Unit Price	Document					
	Total Price						
2	<b>Copying</b>						
	Estimated Annual Qty (see below)						
	References	Pages	7,000	7,000	7,000	7,000	7,000
	Other	Pages	60,000	60,000	60,000	60,000	60,000
	Office Action Images	Pages	40,000	40,000	40,000	40,000	40,000
	PCT	Pages	800,000	800,000	800,000	800,000	800,000
	Unit Price	Pages					
	Total Price						
3	<b>Document Receipt &amp; Mailing</b>						
	Estimated Annual Qty (see below)						
	Outgoing Mail	Document	1,746,000	1,852,000	1,945,000	2,042,000	2,140,000
	Incoming Mail	Document	360,000	378,000	396,900	416,745	437,582
	Unit Price	Document					
	Total Price						
4	<b>Print Working File</b>						
	Estimated Annual Qty	File	167,000	167,000	167,000	167,000	167,000
	Unit Price	File					
	Total Price						

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**SECTION B: SUPPLIES OR SERVICES**

CLIN	Description	Unit	A Base Year	B Option Year 1	C Option Year 2	D Option Year 3	E Option Year 4
5	<b>General Clerical Support * See Note 1</b>						
	Estimated Annual Qty	Staff Hour	34,000	34,000	34,000	34,000	34,000
	Suggested Labor Categories* (see below):						
	Receptionist*						
	Proposed Labor Category						
	Secretary 1*						
	Proposed Labor Category						
	Secretary 2*						
	Proposed Labor Category						
	Secretary 3*						
	Proposed Labor Category						
	General Clerk 2*						
	Proposed Labor Category						
	General Clerk 3*						
	Proposed Labor Category						
	Total Hours						
	Total Price						
6	<b>Incoming Mail Processing</b>						
	Estimated Annual Qty (see below)						
	US Received	Envelope	124,000	118,000	112,000	106,000	101,000
	PCT Received	Envelope	92,000	87,000	83,000	79,000	75,000
	Faxes Received	Fax	52,000	49,000	47,000	45,000	43,000
	Unit Price	Envelope					
	Total Price						

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**SECTION B: SUPPLIES OR SERVICES**

CLIN	Description	Unit	A Base Year	B Option Year 1	C Option Year 2	D Option Year 3	E Option Year 4
6a	<b>Customer Service Window *See Note 2</b>						
	Estimated Annual Qty	Staff Hour	4,030	4,030	4,030	4,030	4,030
	Suggested Labor Categories* (see below):						
	General Clerk 2*						
	Proposed Labor Category						
	General Clerk 3*						
	Proposed Labor Category						
	Total Hours		4,030	4,030	4,030	4,030	4,030
	Total Price						
7	<b>Fee Collection</b>						
7a	New Applications						
	Estimated Annual Qty (see below)						
	US	Application	35,000	33,000	31,000	29,000	28,000
	PCT	Application	5,100	5,000	5,000	5,000	5,000
	Unit Price	Application					
	Total Price						
7b	<b>Other</b>						
	Estimated Annual Qty (see below)						
	US	Document	78,000	74,000	70,000	67,000	64,000
	PCT	Document	4,000	4,000	4,000	4,000	4,000
	Refunds Processed	Refund	4,000	4,000	4,000	4,000	4,000
	Unit Price	Document					
	Total Price						

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**SCHEDULE B: SUPPLIES OR SERVICES**

CLIN	Description	Unit	A Base Year	B Option Year 1	C Option Year 2	D Option Year 3	E Option Year 4
8	<b>Formality Review</b>						
	Estimated Annual Qty (see below)						
8a	<b>New Applications</b>						
	Utility	Application	370,000	405,000	430,000	460,000	480,000
	Design	Application	30,000	32,000	34,000	36,000	38,000
	Provisional	Application	120,000	130,000	140,000	150,000	160,000
	USPTO form SB/69	Application	800	1,200	1,600	2,000	2,400
	Unit Price	Application					
	Total Price						
8b	<b>Follow-On Documents</b>						
	Estimated Annual Qty (see below)						
	Missing Part responses	Document	160,000	168,000	176,000	185,000	194,000
	Change of Address Requests	Document	36,000	38,000	40,000	42,000	44,000
	Corrected filing receipts Requests	Document	23,000	24,000	25,000	26,000	27,000
	Revocation/POA Requests	Document	230,000	242,000	254,000	267,000	280,000
	PDX Request	Document	129,000	135,000	142,000	149,000	156,000
	USPTO form SB/69	Document	800	1,200	1,600	2,000	2,400
	Unit Price	Document					
	Total Price						
9	<b>PCT 371 BIB Data Entry &amp; Mailing</b>						
	Estimated Annual Qty (see below)						
	Files Key	Application	90,000	95,000	100,000	105,000	110,000
	Unit Price	Application					
	Total Price						

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**SECTION B: SUPPLIES OR SERVICES**

CLIN	Description	Unit	A Base Year	B Option Year 1	C Option Year 2	D Option Year 3	E Option Year 4
10	<b>PCT International BIB Data Entry</b>						
	Estimated Annual Qty (see below)						
	International	Application	53,000	56,000	59,000	62,000	65,000
	Unit Price	Application					
	Total Price						
11	<b>PCT Printing &amp; Mailing</b>						
	Estimated Annual Qty (see below)						
	Outgoing Office Action	Document	130,000	133,000	136,000	139,000	141,000
	Unit Price	Document					
	Total Price						
12	<b>Courier Support</b>						
	Estimated Annual Qty	Month					
	Unit Price (per month)	Vehicle					
	Total Price						
13	<b>Project Management Staff - Patents</b>						
	Estimated Annual Qty	Month					
	Unit Price	Month					
	Total Price						
14	Transitioning Plan**						

**\*\*If Offeror does not intend to charge the USPTO, enter "NSP" under the "Base Year" column**

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**\*Notes 1 & 2:** For CLIN 5, 34,000 hours are the total estimated annual hours. Labor categories provided are suggestions only. Section C.2.5. specifies the number of positions required for each office under CLIN 5. For CLIN 6, 4,030 hours are the total estimated annual hours and the labor categories are suggestions only.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise provided or specified) to perform the following Statement of Work (SOW)/Specifications.

### **C.2 SCOPE OF WORK**

(a) The objective of this procurement is to obtain mission essential services in support of patent application processing. Requirements include receiving and processing United States (U.S.) and international applications and application-related papers; maintaining miscellaneous paper files, collecting fees and updating electronic financial records; monitoring electronic mailboxes and managing, forwarding, and closing messages; mailing examiner office actions and other documents; conducting legal and content reviews of newly submitted applications and follow-on documents for USPTO compliance and completeness, creating electronic bibliographic data records, and preparing and mailing notices to applicants; copying technical references, application documents and other materials; printing and delivering working files for examiner use, sorting and delivering incoming mail and other materials; and locating and delivering residual paper application files in response to requests or in order to match incoming papers.

(b) In 2003, the United States Patent and Trademark Office (USPTO) started implementation of the Image File Wrapper (IFW) system. Patent applications that are processed using IFW are called IFW applications in this Statement of Work (SOW). Some parts of IFW applications including some drawings and text files, may be stored in the Supplemental Complex Repository for Examiners (SCORE) system. Other parts of an IFW application such as color drawings, confidential information, or non-paper objects that are not in the IFW database or in SCORE are put in an Artifact Files. Nearly all pending patent applications are now IFW. A non-IFW, paper application, would not normally have content in SCORE or any artifact files. The Office may convert a residual paper application to IFW. A residual paper application is one filed prior to the date that the Office started scanning the specific information type into IFW and has not yet been converted to IFW. When the Office converts a paper file to IFW, some of the content may be placed in SCORE and/or artifact files.

(c) This statement of work covers processing of both IFW and residual paper applications, however, nearly all of the work is for IFW applications. The majority of patent applications and follow-on documents are submitted using the Electronic Web filing systems (EFS). These submissions are converted into electronic images and are stored in the IFW system and some drawings and all text files are loaded in SCORE. The IFW and SCORE systems are used for all stages of the application examination process. The minority of patent applications and follow-on documents are received in the mail, walk-up window, or by fax. The office converts the paper documents to electronic images for IFW and SCORE where the processing is the same as an EFS Web filed application or document. Applications and follow-on documents received in paper may also have an artifact file that contains items that are not

scanned into IFW or scanned or loaded into SCORE. The artifact files are also used for examination. The Office expects an increase in electronically filed documents and a decrease in paper or fax documents during the life of the contract. A very small number of patent applications still remain in paper for various reasons. The contractor is required to perform the appropriate processing for both paper and IFW applications. The USPTO is continuously working on upgrading information technology (IT). It is anticipated that most IT systems referenced in this SOW will be replaced or significantly upgraded during the life of this contract.

**C.2.1 FILE MAINTENANCE (CLIN 1: Base Year, Option Year 1, Option Year 2, Option Year 3 & Option Year 4)**

On-site Search File Maintenance

(a) Nearly all examiner searches are made using electronic databases. A relatively very small collection of references that are not available electronically are maintained in paper as the examiner search file (ESF). The examiners' search file currently contains foreign patent documents and non-patent literature (NPL) which are searched by patent examiners and other users to identify existing prior art. The examiner search file (ESF) is housed in the concourse level of the Randolph Building in Alexandria, VA. Given the very low usage of the ESF, the Office may eliminate ESF collections and ESF locations before or during the life of the contract. The ESF is housed in storage cabinets containing multiple drawers arranged in columns. These cabinets are commonly called "shoecases" and the individual drawers are referred to as "shoes." Each shoe is labeled to provide for easy identification of its contents. Shoecases are built of metal or wood, typically in two (2) or three (3) sections. The average shoecase consists of three (3) columns holding a total of approximately 81 shoes; however, some shoecases exist which consist of two (2) or four (4) columns of shoes. Shoes are utilized within each column from top to bottom. Each shoe is equipped with a label holder into which the appropriate label (also called a "shoe tag") is inserted. A pink label identifies a shoe containing foreign patent documents filed by US classification; a yellow label identifies a shoe containing foreign patent documents filed on the basis of the International Patent Classification (IPC) system; a blue label identifies a shoe containing NPL. The Office is working with the European Patent Office on a Cooperative Patent Classification (CPC) System. During the life of the contract, the Office may decide to eliminate all or part of the ESF or establish new procedures for filing that may reorganize some or all of it.

(b) Foreign patent documents filed by US classification usually are filed in the shoes in publication date sequence within classification. Foreign patent documents whose filing labels contain a sequence number (a derivative of the publication date) will be filed using this number. All other foreign documents will be filed by reference to the publication data shown on the document. If more than one document contains the same publication date, the documents are filed in alphabetical order, by country, within the publication date. The label on each shoe containing foreign patent documents filed by US classification contains the word "Foreign" followed by the class/subclass (e.g., 320/23) and the publication date range (e.g., Jan 1993 - Dec. 1993) within the shoe. The label for the first drawer of foreign patent documents in a US classification always begins with "0" as the lower limit; the label for the



## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

last drawer always has the upper limit defined as "To Date." Frequently, foreign documents for multiple classifications may be filed in one (1) shoe. In this situation, cardboard sheets should be inserted between the last document of a classification and the first document of the next.

(c) Foreign patent documents filed by IPC also are filed in the shoes in publication date sequence within classification. The label on each such shoe contains the word "Foreign" followed by the IPC Subclass and Group designation (e.g., A61K 001); in many instances a range of IPC designations are cited.

(d) Non-patent literature (NPL) is filed in the shoes immediately behind the foreign documents. Filing of NPL may begin in the last drawer of foreign documents. In this situation, a cardboard sheet is inserted between the foreign and NPL documents and the shoe tag is marked to indicate NPL is in the shoe. NPL are filed in publication date sequence with any undated documents placed behind those with dates.

(e) The contractor shall refile all documents removed from the examiner search file (ESF) as well as initially file materials being added to the ESF. The Office is not currently adding documents to the ESF. In each search room, there is a designated location where documents to be refiled in the ESF can be dropped. The contractor is required to empty these drop boxes daily and shall correctly refile all documents within eight (8) work hours of pickup. During document refileing, the contractor should identify any damaged documents and repair/replace and refile those documents within 16 work hours.

(f) In addition to refileing documents, the contractor shall periodically monitor the condition of each search room and shall promptly take such actions as necessary to insure the neat and orderly condition of that search room; e.g., shifting documents between shoes to eliminate overfilling of a shoe, replacing shoes left lying on top of shoecases or on the floor, and replacing/correcting shoe tags as necessary.

(g) The contractor shall refile documents at minimum accuracy and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within eight (8) work hours of receiving notification that such exist. The contractor will provide bi-weekly and monthly reports of filing work as required by the Government.

(h) The File room contains national and international patent applications (Search copy-pink, Home copy-buff, and Official copy-blue folders) and related files received prior to 2007. All contractor personnel working in the PCT file room must sign in and out on the Government-provided log sheets. All application files coming into or going out of the file room must have their Patent Application Locating and Monitoring (PALM) location information promptly updated. If PALM is nonoperational, incoming files should not be refilled until the PALM information can be updated; a sheet should be attached to each outgoing file indicating that PALM was down and the file was not charged to the requester.

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

(i) Requests for files will be given to the contractor via e-mail or fax machine. The contractor will process any request for five (5) or fewer files and deliver to the requestor within three (3) business days. Requests for more than five (5) files must be processed and delivered to the requestor with five (5) business days. If a file cannot be located in the file room, the contractor will notify the requestor by email within five (5) business days.

(j) Files returned to the file room should be refilled in the appropriate location with five (5) business days of their return to the file room. Within five (5) business days of their receipt, documents to be associated with files will be matched with the appropriate file(s) and refilled or placed for the next mailroom pickup.

(k) The contractor will insure that all application files are accurately filed and will perform housekeeping functions as necessary to insure an orderly file room in which the shelving and work space are efficiently utilized. Shifting of files may be appropriate if shelving space is required for other purposes. Specific instructions and a desired completion time will be provided to the contractor at the start of each project. As requested by the Government, the contractor will conduct a full inventory of the file room and/or work spaces by entering the information for each application file into the PALM system.

### Artifact Files

(a) Some application documents (e.g., plant color drawings and confidential references) and non-scannable items (e.g., computer disks) are placed in Artifact Files, which are stored in designated filing areas. Fewer items will require storage in an Artifact File as the Office's technology improves. Each Artifact File contains a machine readable bar code label containing the application serial number and the appropriate alpha suffixes. A patent application may have one (1), none, or several artifact files associated with it. Artifact files for plant applications are forwarded to the Technology Center (TC) as soon as they are prepared. All other artifact files are forwarded to the TC as soon as the Office of Patent Application Processing (OPAP) processing is completed and the applications' PALM status changes to 20 or higher which indicates that the application has completed formality review and has been docketed to the TC. The Contractor receives reports that list the applications in the OIPE File room that are in status 20 or higher and that need to be pulled and sent to the TC file room or the Files Repository. Due to technology improvements, which have decreased and will continue to decrease the number of artifact files being created, the Office plans to consolidate the Office of Initial Patent Examination "OIPE" room. Patent Cooperation Treaty "PCT" files have been consolidated to the file room at the Randolph Building in Alexandria. For this contract, the contractor will merge and manage all artifact files for pending applications in the examination artifact file rooms. As needed, artifact files are retrieved from the file area for use in pre-examination, examination, and post-examination of the related application. Files are rarely required for pre-examination processing; however the contractor will identify and forward all new artifact files from the indexing and scanning contractor containing CDs for review to the CD review staff, currently in OPAP. Following completion of the examination process, artifact files for allowed cases will be ordered from the file room by the Office of Data Management (ODM) as needed. Artifact files for abandoned and other applications

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

periodically will be purged from the file room and sent to the file repository as directed by the Government.

(b) The contractor shall insure that all artifact files delivered/returned to a filing area are promptly and accurately refiled within four (4) work hours of receipt; multiple artifact files for the same application must be collocated in the filing area. Prior to returning a file to a shelf, the contractor must update PALM location information by scanning the bar code label containing the application serial number; no artifact file is to be placed on a shelf before its location information is correctly updated. During the filing process, the contractor shall identify any artifact file folder and/or bar code label affixed to the folder that is damaged and shall promptly take the appropriate steps to replace the folder and/or bar code label within four (4) work hours.

(c) An examiner and other authorized personnel may request retrieval of artifact files by either (1) completing a retrieval request form and placing it in the retrieval request box located in each TC service center or (2) sending an e-mail to the appropriate Outlook mailbox. The contractor shall pick up retrieval requests from each designated drop location a minimum of twice each workday (approximately 9:30 a.m. and 1 p.m.) and shall check the appropriate Outlook mailboxes for the presence of new requests no less than once each hour during the workday. After retrieving/receiving file requests, the contractor shall promptly locate the requested file, charge it to the new location, and deliver it to the appropriate examiner mailbox or other employee delivery location. Every attempt must be made to locate the requested file. The contractor must deliver all requested files to the designated location(s) (usually the examiner mailboxes) on the next regularly scheduled pickup/delivery run (e.g., request retrieved in the morning--file delivered in the afternoon; request retrieved in the afternoon--file delivered the next morning). If after eight (8) work hours the contractor is unable to locate the requested file, the contractor shall promptly notify the requester that the file has not been found and that the contractor will continue to search. If the requested file has not been found after 24 work hours, the contractor shall promptly notify the Contracting Officer Technical Representative (COTR) or other designated Government Representative.

(d) As requested by the Government, the contractor will locate and remove from the artifact file room those artifact files listed on a Government provided report and will deliver the files to the specified location(s) after updating PALM. The contractor will have one (1) month to remove files and send them to the file maintenance location on the concourse location of the Randolph building. For other locations, the COTR and contractor will mutually agree upon a turnaround time that may be less than one (1) month. The Government also may require the contractor to inventory the contents of any or all of the artifact file areas. Such an inventory will be conducted by scanning the bar code label on each file in order to update the PALM location information. Details (location, required turnaround time, etc.) of each inventory will be mutually agreed upon by the COTR and the contractor prior to initiation of the work.

(e) The contractor shall meet all turnaround times and shall perform the work at a minimum accuracy level of 99%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within eight

(8) work hours of receiving notification that such exist. The contractor will provide bi-weekly and monthly reports of artifact file retrieval work as required by the Government.

**C.2.2 COPYING (CLIN 2: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

Technology Center Copying

(a) Most office actions are automatically loaded into IFW. Some actions including most related to PCT, have not yet been automated and may require the contractor to make a copy of some or all of the office action prior to mailing. During the life of the contract, the government plans to automate more actions and expects the number of actions that require copies made to decline. The government may also make periodic requests for high volume copies. The contractor is required to provide the equipment and material to make these copies. The Government will provide space in the Remsen building at USPTO's Alexandria campus for contractor personnel and equipment in support of this requirement.

IFW Applications except PCT

(a) Almost all actions for non PCT applications are produced by the USPTO electronically using the Office Action Creation System (OACS) electronic red folder (eRed Folder) and will not require the contractor to provide copies. Some newer or uncommon types of office actions have not or will not be automated initially and will require the contractor to process in paper. At least once in the morning and once in the afternoon of each workday, the contractor is required to pick up from designated locations red or colored action folders containing office actions to be copied, mailed, and scanned. For each action, the contractor shall determine the delivery method for the office action. Many office actions are delivered to the applicant electronically and will not require copies. During the life of the contract, it is possible that the majority of actions will be delivered electronically. For the office actions that are not delivered electronically, the contractor must make the necessary copies to have one (1) copy of the action to mail to the applicant and one (1) copy to send for scanning into IFW. The contractor shall disassemble, reproduce, and reassemble all documents requiring copying. Each copy must be produced on 8 ½" x 11" paper. The copy for mailing should have one (1) staple placed in the upper left-hand corner. The original for scanning should not be stapled. Copies must be an accurate and complete reproduction of the original with images properly centered and properly stapled together. After confirming that they meet required standards, the contractor shall insert the copies and the source documents into the appropriate action folder and shall deliver the folder to the appropriate location for the next processing phase (e.g., mailing). The contractor is required to complete all copying and deliver the folder to the designated location no later than eight (8) work hours after folder pickup.

(b) As requested by the Government, the contractor will copy other materials placed in a designated pickup location and containing a Contractor Copying Request Form. Typically, such requests will be for high-volume copying such as biweekly PALM reports or similar materials. Requests for a small number of copies (e.g., one (1) or two (2) copies of one (1) or two (2) pages) should be returned to the Government Representative without action. Required

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

turnaround time will be annotated on the Request Form; however, the Government will not request less than four (4) work hours at any time. If adjustment to the requested turnaround time is desired, the contractor should discuss the request with the Government Representative.

Paper Applications

(a) Although nearly all pending applications have been converted to IFW there may be some residual paper applications that require pickup. At least once in the morning and once in the afternoon of each workday, the contractor is required to pick up paper applications from designated locations containing foreign and/or NPL references to be copied. After taking all retrieved files to the copy equipment area, the contractor must change each file's location in the PALM system before beginning any other work processing. If the PALM system is nonoperational, the contractor should begin processing the work but should update the PALM information as soon as the system becomes operational. Using the information contained on form USPTO-892 as guidance, the contractor shall disassemble, reproduce, and reassemble all documents provided for copying. Each copy must be produced on 8 ½" x 11" or A4 paper and should have one (1) staple placed in the upper left-hand corner. Copies must be legible and complete, possess images which are distinct and properly centered, and be properly stapled together. If the reference copies provided by the examiner are the search file copies or are personal copies to be returned to the examiner, the contractor shall make two (2) copies of each such document - - one (1) for mailing to the applicant and one (1) for inclusion in the application file. If the reference copies provided by the examiner are to be mailed to the applicant, the contractor shall make one (1) copy of each such document for inclusion in the application file; original source documents should be returned promptly to a reference filing pickup location for refiling in the search file, returned to the examiner, or inserted in the application file as appropriate.

(b) The contractor shall verify that all references listed for copying are available in the application file. If listed references are missing, the contractor shall copy those references available, note which references are missing, and return the file to the Government Representative. The contractor is required to complete all copying and deliver the application file to the designated location no later than eight (8) work hours after file pickup. All files must have their location changed in the PALM system prior to leaving a copy requirement area. If the PALM system is nonoperational, the contractor must insure that when the applications are delivered to the next processing stage the PALM information is updated.

### PCT IFW Applications

(a) Many PCT application actions including search reports and written opinions are still produced in paper. The Office plans to move most PCT actions into the electronic processing system. This may occur before the start of the contract or early in the life of the contract. Once electronic, the copy requirement will decrease significantly. At least once in the morning and once in the afternoon of each workday, the contractor is required to pick up from designated locations pink or colored action folders containing office actions to be copied, mailed, and scanned. Currently all PCT actions are mailed but during the life of the contract, the Office may implement electronic delivery for PCT application office actions. For the office actions that are not delivered electronically, the contractor must make the necessary

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

copies to have one (1) copy of the action to mail to the applicant and one (1) copy to send for indexing and scanning into IFW. The contractor shall disassemble, reproduce, and reassemble all documents requiring copying. The copy to be mailed must be on A4 paper. The contractor may need to reduce the image to fit on A4 paper. The copy to be scanned may be on 8 ½" x 11" or A4 paper. Each copy to be mailed should have one (1) staple placed in the upper left-hand corner. The original for scanning should not be stapled. Copies must be accurate and complete reproductions of the original, with images properly centered, and properly stapled together. After confirming that they meet required standards, the contractor shall insert the copies and the source documents into the appropriate action folder and shall deliver the folder to the appropriate location for the next processing phase (e.g., mailing). The contractor is required to complete all copying and deliver the folder to the designated location no later than eight (8) work hours after folder pickup.

(b) The contractor shall meet all turnaround times and shall perform copying and copy assembly work at minimum quality and accuracy levels of 98%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within eight (8) hours of receiving notification that such exist. Copying work which must be redone will be at no charge to the Government. The contractor will provide bi-weekly and monthly reports of copying and/or copy assembly work as required by the Government.

### **C.2.3 DOCUMENT RECEIPT AND MAIL (CLIN 3: Base Year, Option Year 1, Option Year 2, Option Year 3 and Option Year 4)**

(a) The TC mailroom is located in the Concourse level of the Remsen building which is one (1) of the four (4) buildings (Jefferson, Remsen, Randolph, and Knox) at USPTO's Carlyle campus which house patent examiners. Mail is delivered to the mailroom at least twice each day. TC outgoing mail is delivered to this mailroom from which mail center personnel retrieve it from the TC Service Center and other designated locations and take it to the mail center for metering and pickup by the U.S. Post Office. The contractor is required to staff the TC mailroom and process both incoming and outgoing mail.

(b) The contractor shall sort all incoming mail, deliver it to designated locations, and place it in the appropriate mail boxes or other areas. All incoming mail shall be delivered within two (2) work hours of receipt in the mailroom.

(c) Once each morning and once each afternoon, the contractor shall perform pickups and deliveries within the tech centers and to other designated locations within the USPTO Alexandria campus. Materials retrieved during pickups must be delivered to designated Carlyle locations no later than during the next scheduled pickup/delivery. Materials retrieved during pickups and which require delivery between the Randolph Square Building (Shirlington) in Arlington, VA and Carlyle must be transported to the other building no later than the next scheduled courier run; delivery to the designated location in either location must occur no later than the next scheduled delivery run in that building. Only the following locations are approved for pickups/deliveries by the contractor errand runners:

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

### **Internal Tech Center locations**

- Director's office,
- Examiner mailboxes (not individual examiner offices), Service Centers
- Classification unit,
- Head Supervisory Legal Instruments Examiner (HSLIE) offices
- Paralegal office,
- Special Program Examiner (SPRE) office,
- Supervisory Patent Examiner (SPE) offices,
- Tech Support Team Leader,
- License and Review;

### **Other USPTO Locations**

- COTR,
- Office of Human Resources,
- Scientific and Technical Information Center,
- File Information Unit (FIU)-Record Room,
- Office of Petitions,
- Commissioner and Deputy Commissioners for Patents,
- Office of Patent Application Processing
- PCT Operations,
- Office of Data Management,
- Patent Academy.

(d) The contractor shall direct to the COTR all requests for deliveries to locations not listed above.

(e) The contractor will receive paper copies of references that the examiner wants to include in an OACS eRed Folder office action with a request for the contractor to convert the document to a PDF. The contractor will retrieve the requests from the pick-up boxes in the service centers, scan the document using government furnished equipment, and send an e-mail to the examiner with the PDF file attached. The contractor shall return the paper copy to the examiner. Scanned PDFs must be e-mailed to the examiner and paper copy returned to the examiner no later than eight (8) work hours after documents to be scanned are retrieved from the drop off box.

(f) The contractor shall institute such quality checks as are required and shall perform all PDF file creation at minimum quality and accuracy levels of 98%, and a minimum timeliness level of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly and/or monthly reports of scanning work as required by the Government. Most outgoing actions that the contractor is responsible for mailing are produced electronically using OACS eRed Folder. Currently the eRed Folder actions print on multiple printers in the contractor's area continuously throughout the day. Other actions that require mailing, the contractor retrieves in file wrappers or folders from designated pick-up locations at least twice per day and makes copies as required under

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

C.2.2. For any paper application received, the contractor must update the PALM location. An Office action usually set a response period that directly impacts patent pendency. An Office high priority is to reduce patent pendency. Also, patent examiners have production requirements and measurement points at the end of each bi-week, quarter, mid-year, and end of year. The contractor will need to adjust to high volumes expected during these periods and still meet processing time requirements.

(g) The contractor will review office actions prior to mailing.

- Review the Office Action Summary (PTO-326 or PTO-90) and determine if there are attachments to be mailed; verify all attachments are present. Promptly return the office actions to the Government if any of the noted attachments are missing; if any attachments appear to not belong with the office action; if disbursement of attachments has not been clearly identified; or any other problems exist which would prevent the prompt, accurate mailing of the office action.
- Verify the last page of the office action contains the examiner signature. Promptly return to the Government any office action that has not been properly signed by the examiner.
- Determine whether a Notice of References Cited (PTO-892) and related reference are present. If the PTO-892 is hand-written, return the action to the Government. If the examiner has cited foreign or NPL references which will be mailed with the office action (US references are not mailed with office actions), this form along with one (1) copy of each cited reference must be present. Promptly return the action to the Government Representative if any of the cited references are not present or if references are present which are not cited. If more than one (1) copy of any reference is present, check with the Government Representative to verify disposition of the additional copies.
- Verify that the office action is complete and legible. Pages in an office action are normally sequentially numbered. Promptly return the action to the Government if the office action is incomplete or illegible.

(h) After completing the verification process, the contractor will prepare the action for mailing. The contractor will determine if the delivery method is electronic or mail. If mail, the contractor must determine the number of envelopes required to mail the office action and any references and attachments. This number will determine the number of copies of the PTO-90 which must be printed. The contractor will use PALM EXPO to print the action for mailing. The contractor will select the action to mail and the number of copies. The PTO-90 will print with the appropriate mailing date (if before 2 p.m.; next business day if after 2 p.m. or next business day date box is checked). The PTO-90 will show the correspondence address of the attorney or applicant of record, and the statutory period to respond to the office action.

(i) The contractor shall quality check the printed document to insure the printed information is appropriately placed and clearly readable; if it is not, the contractor must reprint the form in the required manner. If PALM does not print the desired action and displays an error message (e.g., The system has no action to mail), the contractor should not make a second attempt.



## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

(j) The office action along with a screen print showing the error message shall be promptly returned to the Government Representative.

(k) After printing the PTO-90 form, and if the delivery method is electronic, the contractor should discard the action. The applicant will receive an e-mail notification that they have an office action and they can access the office action in Private Patent Application Information Retrieval (PAIR). If the delivery method is mail, the contractor shall assemble the form, the office action, and any attachments and references and fold and insert into the appropriate size window envelope (i.e., piggyback if there are reference copies, legal-size white window envelope if there are not) the copy of the office action. If using a piggyback envelope, the contractor shall insert the references and all but the first page of the office action into the large envelope and shall fold and insert the first page of the office action in the window portion of the envelope, ensuring that the mailing address is clearly visible in the address window. When an office action is mailed in multiple envelopes, each envelope must be appropriately marked; e.g., 1 of 2, 2 of 2, etc.

(l) Prior to inserting them in the appropriate mailing envelope, the contractor shall verify the presence of all required documents to be mailed, insure all documents meet required quality standards, and verify that the name and serial number printed on the PTO-90 form agree with the name and serial number on the office action. The envelope should then be securely sealed and placed in the designated mail pickup location.

(m) The contractor will use PALM EXPO to print a Notice of Allowance for mailing. The Notice of Allowance printing process does not print a PTO-90. The contractor shall quality check the printed document to insure the printed information is appropriately placed and clearly readable; if it is not, the contractor must reprint the form in the required manner.

(n) When an office action is printed from PALM prior to 2:00 p.m., the current day's date will print on the document. In order to insure that the metered date applied in the mail center will be the same as the date printed on the document, the contractor must insure that these documents are processed in sufficient time for the Mail Center to retrieve the envelopes and apply the postage meter prior to pick up by the U.S. Post Office. If an office action is printed after 2:00 p.m., the next business day's date will print on the document. In order to insure the document date and the postage meter date agree, the contractor must hold the envelopes for pickup by the mail center the next day.

(o) The contractor will monitor the OACS eRed Folder printing process and take steps to resolve infrequent but recurring problems with known solutions. To identify and resolve these problems, the contractor will monitor daily reports and print actions that failed to print automatically. The contractor will evaluate error messages and take steps to identify defective documents and take appropriate action to obtain replacements. As the USPTO changes the system, some recurring problems will be fixed but new ones may be created.

(p) Prior to contract award or during the life of the contract, the government plans to change the contractor review process from paper to electronic. The government may also determine

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

after system and process improvements that the quality of the office actions is sufficient as to not require contractor review.

(q) Most office actions that are not electronically processed using OACS eRed Folder are in red, pink, or other color office action folders. The contractor will perform the same quality checks and mailing process as for the eRed Folder actions. If a red action folder is returned to the Government for correction, it is recommended that the contractor maintain a record of all folders returned and when they are received back from the Government. Office action folders are not automatically loaded into IFW, so the contractor may need to make a copy of the office action as described in C.2.2 prior to mailing. For color action folders, the contractor will assemble one (1) copy of the office action, form, and any attachments and references in the office action folder. After mailing, the contractor shall place the folder in the designated location for indexing and scanning into IFW. The contractor shall insure the folder and all required documents are placed in the designated pickup location no later than four (4) work hours after completing mailing of the office action.

(r) Nearly all pending patent applications are in IFW but on very rare occasion, the Office may need to mail an office action for a paper file. The contractor will perform the same quality checks and mailing processes as for the eRed Folder office actions. If a paper application is returned to the Government for correction, the contractor will use PALM to dispatch the case to the appropriate team leader. The contractor will insert the office action copy in the right-hand clamp of the file under the prints and insert the reference copies under all papers in the center of the file. The contractor will stamp or write the mail date in the appropriate location on the application file. The contractor will use PALM to dispatch the application to the appropriate location.

(s) The contractor is required to plan his work to account for possible PALM problems and to accomplish required turnaround times despite high volumes of work normally encountered just before and immediately after "count Monday." Note: See Attachment 6 for definition "count Monday."

(t) The contractor shall mail all Notices of Allowance within one (1) work day of retrieval from the pickup location and any Accelerated mail notices within one (1) business hour of receipt during business hours. All other mailing processing should be performed immediately following retrieval by the contractor; the contractor shall have the sealed envelopes available for mailroom pickup no later than two (2) work days after retrieval of the work. The contractor shall perform all document receipt and mailing work at minimum quality, timeliness, and accuracy levels of 99%. The contractor shall take any and all steps to insure that mailing is performed as required and to insure that office actions are not erroneously placed in folders and not mailed. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. The contractor will provide daily, weekly and monthly reports of document receipt and mailing work as required by the Government.

**C.2.4 PRINT WORKING FILE (CLIN 4: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The contractor shall monitor the appropriate IFW mailbox(s) in order to promptly identify examiner requests for creation of a working file. For requests from patent examiners, only the following documents are authorized for printing by the contractor and inclusion in a working file: Specification, Abstract, Claims, and/or Drawings. The contractor may also receive requests from the Solicitor's Office. For the Solicitor's Office, requests for all IFW documents for inclusion in a working file are authorized. Using Government-provided equipment, the contractor shall print from IFW the requested documents and shall insert these documents into the folders identified for this purpose. In addition, the contractor must print a serial number and bib data label and affix each to the front of the folder. Completed working files must be delivered to the examiner's mailbox, Solicitor's Office, or other requestor's location, no later than one (1) work day from the original request.

(b) The contractor shall retrieve from each TC's service centers working files identified for shredding and shall dispose of them in the TC shredding bin. Folders, which are reusable, should be emptied and saved by placing them in close proximity to the working file printer(s). The contractor may be required to deliver the shredding bins to a designated location when pickup by the shredding contractor is scheduled.

(c) The contractor shall institute such quality checks as are required and shall perform all working file production work at minimum quality and accuracy levels of 100%, and a minimum timeliness level of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly and monthly reports of scanning work as required by the Government.

**C.2.5. GENERAL SUPPORT (CLIN 5: Base Year, Option Year 1, Option Year 2, Option Year 3 and Option Year 4)**

(a) As required by the Government, the contractor shall provide ongoing services in support of patent application examining and processing. Work in this CLIN will support the Office of the Commissioner for Patents (1 position), Office of Petitions (4 positions), Office of PCT Legal Administration (2 positions), Patent Training Academy (3 positions), File Information Unit (4 positions), Office of Data Management (3 positions), and other USPTO business units that may require general clerical services not covered in other CLINs. There are currently 17 General Clerical Staff positions needed under this requirement. This may be subject to change based on the need of each business unit. Representative tasks include answering phones, processing examining case transfers, researching PALM to locate application information, and docketing cases to examiners. All work will be performed under the supervision of a Tech Center or other contractor supervisor with technical advice provided by the Government as necessary. The contractor will provide bi-weekly and monthly reports of this work as requested by the Government.

Requirements related to the Office of Petitions include:

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

- processing incoming mail including opening, sorting, and routing within three (3) work hours of receipt;
- collecting fees including entering appropriate information into Revenue Accounting and Management (RAM) financial system (Attachment 1), printing information on designated sheet and forwarding for scanning into IFW, providing RAM data information and/or financial documents (e.g., checks) to Finance;
- correctly processing petitions received in the office including researching status, identifying file location and ordering file (if paper file), performing other appropriate actions as directed by Paralegal;
- maintaining tickler files to monitor due dates and notifying Petitions' personnel when due dates are approaching and/or have passed;
- receiving walk-in petitions by going to guard station to accept delivery, stamping receipt date on document, and returning document to office;
- escorting non-PTO personnel from the guard station to the Petitions office;
- mailing petition decisions and other office actions including updating PALM, stamping documents with mail date, insuring all attachments are mailed, submitting copy of all outgoing documents for indexing and scanning into IFW; and
- maintaining files and other records as required by Petitions' staff.

Requirements related to the Office of Data Management include:

- Ordering and sending files from and to the File Repository
- Monitoring IFW electronic mailboxes and closing messages in IFW
- Mailing of Issue Notifications and Certificates of Correction each week

(b) The work hours may vary based upon the needs of the specific business unit or job functions. The general clerk support office hours will range from 7:00 a.m. to 6:00 p.m. The hours of the business units or job functions are subject to change without notice. The contractor will provide daily, bi-weekly and monthly reports for each area supported under this CLIN.

### **C.2.6 INCOMING MAIL PROCESSING (CLIN 6: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The majority of applications and follow-on documents are submitted electronically by applicants using EFS-Web. The Office expects the proportion of documents submitted electronically to increase over the life of this contract. New patent applications and follow-on documents may also be received in the mail or at the walk up window. Follow-on documents may be received by fax. The contractor is responsible for the initial processing of mail, walk-up window, and fax documents usually following the same processes and procedures.

(b) The USPTO has established a Central Fax where most incoming "official" faxes are received. The USPTO also has a specific fax for issue fees. The contractor shall retrieve and process documents printed on the fax printing government furnished equipment. The contractor shall perform basic maintenance on the equipment to include loading paper, changing toner cartridges, clearing paper jams, and other basic services to keep the equipment

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

operational. The contractor shall report system failures to the USPTO Help Desk and when required follow simple instructions to assist the Help Desk with the resolution of the problem. The contractor will apply the date to the faxed document using the actual date of receipt at the USPTO or the first business day after receipt. The contractor should keep a log of all documents that do not print within one (1) business day of receipt to support inquiries concerning perceived delays in processing that are caused by USPTO systems. USPTO rules do not allow the filing of a patent application by fax. The contractor shall identify any new patent application request sent by fax and give it to a designated government representative to return to the sender.

(c) Several times each workday, mail is delivered to the OPAP open/sort area by the USPTO mail center. This mail includes new applications and follow-on papers. The contractor shall open all envelopes, remove the contents, and accurately record the mail receipt date shown on the envelope. For US application-related documents, the date should be placed in the upper left corner of the first page of each unique document. For applications filed under the PCT, the date should be stamped across the top right-hand side of the first page of each unique document. If multiple documents/applications are bound together, the contractor must be sure to keep the documents together but must record the mail receipt date on the first page of any cover letter and each unique document. International and national stage applications filed together under the PCT must be kept together. The date stamp or label should be applied to white space, such as is the margin, whenever possible.

(d) The contractor will identify specific types of computer media containing Computer Readable Form (CRF) of biotechnological sequences listings in new applications and follow-on documents and deliver them to the (CRF) processing staff. The contractor should keep a log recording the application number, effective receipt date, and date delivered to the CRF processing staff. In the future, the government plans to load additional types of documents to USPTO systems instead of creating artifact files. The contractor may receive new procedures to identify and direct such electronic media or load them to a USPTO system. The contractor will identify and load CRF files on CD for PCT applications into the POWER system prior to forwarding to the CRF processing staff.

(e) For patent applications and follow-on documents the contractor will deliver the documents to the designated location for pickup by the indexing/scanning contractor. For each newly received patent application, the contractor must determine the correct mail date (generally the date received in the USPTO mailroom or, in the case of express mail, the date deposited with the US Post Office). In addition, the contractor must determine the appropriate application type (i.e., PCT, 371, regular Utility, Plant, Design, Request for Reexamination, Provisional, Reissue, and assign an application serial number to each new application. Using government provided material and equipment; the contractor will create a control sheet (Attachment 2), that will be used by the scanning contractor. The control sheet will include the application serial number, effective receipt date, actual receipt date at USPTO, and application type and subject matter. For each PCT International Application (IA) and 371 National Stage Application, the contractor will create the application number record in PALM and enter a limited amount of bibliographic data. After insuring the application documents are securely bundled together (the contractor shall promptly forward the applications for fee collection).

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

Following collection of the appropriate fees, the contractor will deliver the applications to the designated location for pickup by the indexing and scanning contractor.

(f) The contractor shall perform Incoming Mail Processing work at minimum quality, accuracy, and timeliness levels of 99%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly and monthly reports of U.S. mail, fax, and window work as required by the Government.

(g) The contractor is required to complete opening, sorting, and accurate routing of all non-fee mail within two (2) workdays of its receipt at the USPTO and all fee mail (including fee collection) within three (3) workdays of its receipt at the USPTO. All mail containing fees must be processed in a manner to support collection of all fees within two (2) accounting days of their receipt in USPTO. On a normal work day, the Office of Finance closes the current business day accounting date and changes the accounting date to the next business day at 1:45 P.M. The Office of Finance usually announces and closes an accounting date early on the last business day of the fiscal year (September 30) or when the USPTO announces early dismissal. The Office may deem it necessary to close an accounting date early for other very rare and unusual circumstances.

### **C.2.6 1 Customer Service Window (CLIN 6a: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The contractor is required to staff the Customer Services Window at USPTO's Alexandria campus from 8:30 a.m. until midnight each workday unless otherwise directed by the Government. The Customer Service Window must remain open until midnight any day that the USPTO opens for business. If the USPTO closes early, the Customer Service Window must still remain open until midnight. The Customer Service Window will only close if the USPTO is closed for the entire day. If a customer presents a receipt and requests that it be date stamped, the contractor must review the materials to insure the documents listed were received. Any discrepancies must be noted on the receipt and the transmittal letter prior to stamping the current day's date on the receipt. The contractor shall process the documents received at the window following the same procedures and timeliness requirements as documents received by USPS mail, C.2.6.

### **C.2.7 FEE COLLECTION (CLIN 7)**

#### **(a) New Applications (CLIN 7a: Base year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(1) As part of the initial processing of newly received U.S. applications, the contractor will determine the number of claims contained in each application and shall calculate application fees accordingly. For newly received applications filed under the PCT, the contractor shall collect submitted fees in accordance with applicant instructions. The contractor will utilize government furnished computers to post application fees to the RAM financial system. Fees

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

are received either by check, charge, or authorization to deduct fees from specified deposit accounts. The contractor will enter the fee code, fee amount, application serial number, mail date, receipt date, and/or other data as required. The contractor must ensure that the serial number contained on an application and entered into the RAM system are identical.

(2) At the end of each workday, the contractor is required to generate from RAM a printout of that day's work which will be used to reconcile that day's transactions. After correcting any errors and completing the reconciliation, the contractor will deliver all documents and financial instruments to the designated location(s).

(3) The contractor must process all fees within two (2) accounting days of their receipt at the USPTO. A quality level of 100% is required for posting of fees to the correct application serial number; other aspects of fee collection shall be performed at minimum quality and accuracy levels of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide weekly and monthly reports of RAM support work as required by the Government.

### **b. Other (CLIN 7b: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(1) As required by the Government, the contractor will utilize government furnished computers to post to the RAM financial system various fees received in the USPTO and not associated with the initial receipt and processing of a patent application (e.g., petition fees, extension of time fees, issue fees). Fees are received either by check, charge, or authorization to deduct fees from specified deposit accounts. The contractor will enter the fee code, fee amount, application serial number, and/or other data as required. As appropriate, the contractor will back out previously paid fees and/or will process refunds to applicants or their attorneys, agents and/or representatives. As required by government procedures, the contractor will create a notice of fee due and send the notice for indexing and scanning. This notice serves to notify the next processor that the proper fee was not collected. The contractor must ensure that the serial number contained on documents, on checks (if present), and entered into the RAM system are identical. The contractor also must ensure that all fee transaction information is properly annotated on documents by using the endorser and that PALM information is updated as appropriate. Refund Request Letters captured in OFIS are forwarded daily to the contractor electronically. The contractor shall review and process these letters utilizing RAM, IFW, PALM and PALM EXPO.

(2) At the end of each workday, the contractor is required to generate a printout of that day's work which will be used to reconcile that day's transactions. After correcting any errors and completing the reconciliation, the contractor will deliver all documents and financial instruments to the designated location(s).

(3) The contractor must process all fees within two (2) accounting days of their receipt at the USPTO. A quality level of 100% is required for posting of fees to the correct application

serial number; other aspects of fee collection shall be performed at minimum quality and accuracy levels of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide weekly and monthly reports of RAM support work as required by the Government.

(4) As specified by the Government, the contractor must verify that auto fee collection occurred for EFS Web filed applications/documents that appropriate fees were posted to the Revenue Accounting and Management (RAM) system. The contractor shall promptly make any corrections, adjustments, etc. as necessary to insure correct processing of fees.

(5) As specified by the government, the contractor will apply fees to specific application numbers when the USPTO receives a wire transfer, ACH credit, or similar transfer of money where the money is not appropriately applied to the correct application number or fee code. The contractor will perform this work for Foreign Origin Search Copy (FOSC) applications where fees are received from PCT receiving offices when the US has been designated as the search authority. The USPTO is undertaking a fee modernization project that may expand the methods of fee payment to include ACH credits that may require similar processing by the contractor. The contractor may start to see the impact of fee modernization during the 2nd or later contract year period. Fee modernization may require the contractor to enter more or less data than today but the goal of the Office is for more customer processing of fees and less by the government and the contractor.

#### **C.2.8 FORMALITY REVIEW (CLIN 8: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The contractor will review newly received U.S. patent applications for completeness and compliance with all filing requirements and readiness for examination. The contractor will enter bibliographic and other data into the PALM Pre-exam system to produce filing receipts and other notices. In addition, the contractor will review documents submitted by the applicant to authorize the USPTO to send search results to the European Patent Office (EPO). Applicants typically use USPTO form SB/69 but may provide authorization on the Application Data Sheet (ADS), oath, or other application documents. The contractor will review the documents for correct signature, title, application number, and proper language. The contractor will record authorizations in PALM and send notices for defective requests. The USPTO may add additional patent offices to this document sharing arrangement. The contractor will review and process responses to notices and various other correspondence. If the application fails to meet the requirements within required time periods, the contractor will process the abandonment or termination of the application. Applications received in paper or electronically receive the same formalities review in IFW and require the same bibliographic data to be in PALM. The workload in formalities review is not significantly impacted by changes in electronic filing rates since both paper and electronically filed applications currently require a formalities review. The Office plans to move to a text based application processing system. One (1) goal of the system is to automate as much of the formalities review process as practical. During the life of the contract, the application



## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

format, software, and procedures used for formalities review may change significantly.

(b) The contractor will receive a report or notification of applications that may be ready for formalities review. Approximately 2% of these applications will need additional processing by the government or other government contractor staff before the contractor can complete formalities review. The contractor will identify these issues and create records of the issues that will direct the issue to the appropriate party for resolution and to track the issue until resolution. Using electronic IFW images and the information contained therein, the contractor will review each application to determine the presence of all required documents, information, and signatures and will enter the appropriate data into the PALM Pre-exam system. The contractor shall determine the number of claims contained in an application, the appropriate filing fees for that application, and whether the amount previously recorded in RAM for that application is correct. If the RAM amount is incorrect, the contractor will take the appropriate action to rectify the situation (e.g., generate refund, charge additional fees to deposit account, notify applicant of additional fee requirement). For any application determined to be incomplete or a missing part, the contractor shall prepare for mailing to the applicant the appropriate correspondence. For each application for which a filing date is granted, the contractor will prepare a filing receipt for mailing to the applicant.

(c) When a response (for example Missing Part or Omitted Item) to a Pre-Exam notice is received in OPAP, the contractor will take the appropriate action(s) to complete formality review of that application including adjusting RAM entries to insure RAM data is complete and accurate. If the pre-examination requirements specified on the formalities review notice are not met by the due date, the application is terminated or abandoned. The contractor will review applications listed on the potential abandonment report or as notified by the government and verify that a proper response was not received. If a proper response was received, the contractor will process the response. If a proper response was not received, the contractor will process the termination or abandonment of the application by producing the notice of termination of proceedings or the notice of abandonment. The contractor will refund filing fees, less the processing fee, for incomplete applications or as specified in USPTO procedures or petition decision. The contractor will review the abandonment reports weekly and review and process the requests within ten (10) work days of receiving the list.

(d) If during the course of performing the formality review the contractor identifies a problem with the indexing of a document, the contractor should correct the document code and split or merge documents where possible without re-scanning. Documents with image quality problems or indexing issues that the contractor cannot fix should be reported to the indexing/scanning contractor for correction. The contractor will provide the government with a weekly report of indexing issues fixed and issues sent to the indexing/scanning contractor for resolution.

(e) The contractor will make draft notices and filing receipts available to the government for inspection. The government will inspect a sample of the work for accuracy and return errors to the contractor for validation of the error and correction. The government will notify the

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

contractor of work that is accepted by the government and is ready for mailing. Accepted work will include the work that was part of the batch of work from which the government selected the sample but was not sampled and any that were sampled and for which the government did not find an error. The government will complete the inspection within two (2) business days. If the government does not complete the inspection within two (2) business days, the contractor should initiate creation of the official notice. If the contractor is unable to initiate the creation of the official notice due to the government, the contractor's time to complete formalities review and mailing will be extended by the same number of days as were caused by the government delay. The contractor will create the official notice and filing receipt; the system will set the mail date and load a copy of the notice into IFW. If the application is not part of the electronic notification process, the contractor will print the final notice, insert it in an envelope and deliver it to the designated pick-up location for mailing by the USPTO Mail Center. The Office expects increased participation in the electronic notification process so the volume of work mailed in paper may decline over the life of the contract. The USPTO may change the mailing processes and integrate this mailing into an automated centralized mailing system that would allow the Office to obtain discounts on postage and other benefits.

(f) The USPTO may decide to shift the inspection process until after the contractor has set the mail date for the outgoing action. If the government implements this procedure, the contractor would not need to submit the draft work to the government for inspection. The government will sample work after mailing and report the error rate and errors found to the contractor. The contractor will have five (5) business days to contest the errors. If the error rate is higher than permitted for any period of two (2) weeks or more, the contractor is required to develop and present to the COTR a quality improvement plan within ten (10) business days of notification.

(g) For each newly received application, the contractor must complete formality review processing (including generating and mailing appropriate correspondence) no later than ten (10) work days from the time that application is released and considered ready for formality review. If a case must be sent for correction of an error/problem created during an earlier processing step (e.g., fee collection, scanning, classification), the contractor will be allowed three (3) additional work days to complete formality review after the corrected case becomes available. Processing of all Missing Part and Incomplete responses must be completed within ten (10) work days of the contractor's receipt of the document in their IFW mailbox or other notification. A small number of applications are subject to expedited processing by the USPTO. The contractor should give priority processing to such applications when they are detected by the contractor. If the government or government system is able to identify these applications, the contractor must complete formalities review processing and mailing within five (5) business days from the time the application is ready for processing or identification of the request for expedited processing, whichever is later.

(h) The contractor shall perform all work at minimum accuracy and timeliness levels of 99%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within eight

(8) work hours of receiving notification that such exist. The contractor will provide daily, weekly and monthly reports of formality review processing as required by the Government.

(i) The government will provide access to written instruction on the initial formalities review and follow-on document processing, (Attachment 3). The government will issue instructions to clarify or modify these instructions for a variety of reasons to include: implementation of new laws or rules, changes in automated systems, and changes in applicant filings.

**C.2.8.1 Initial Formalities Review of New Utility, Plant, Reissue or Re-Examination Design, and Provisional Applications (CLIN 8a: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The contractor will process regular utility and plant applications. The government currently processes reissue and re-examination applications but may turn this work over to the contractor during the life of this contract. Formalities review on 371 National Stage applications is currently performed by the government. The government anticipates that government employees will continue to complete the formalities review process for 371 National Stage applications. New non-provisional utility and plant applications are subject to pre-grant publication. The contractor will be responsible for determining if the applications subject to pre-grant publication that are processed by the contractor under this CLIN meets the requirements for pre-grant publication. Reissue, re-examination, design, and provisional application are not subject to pre-grant publication so the contractor will not be responsible for reviewing such applications for pre-grant publication requirements.

(b) The contractor will perform initial formalities review on all newly filed design applications. Design applications may only properly have one (1) claim, usually have a brief description and should always contain drawings. Design applications are not published prior to grant so the contractor will enforce fewer formalities review requirements for design applications.

(c) The contractor will perform initial formalities review on all newly filed provisional applications. Provisional applications are similar to utility applications but are not examined and are not published so the contractor will enforce fewer formalities review requirements for provisional applications.

**C.2.8.2 Formality Review - Follow-on Papers (CLIN 8b: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The contractor shall process follow-on documents directed to them. The contractor shall provide bib data maintenance and customer service support as required by the Government. The contractor will receive requests to update bibliographic and other information documents related to a patent application. The contractor will normally receive all requests for early publication, to rescind non-publication, for corrected filing receipts (both U.S. and PCT 371), and all requests related to provisional applications. Other requests such as petition decisions will be directed based upon the action required by

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

the petition decision. The contractor shall review the request, enter the updated information in PALM Pre-Exam, and produce a corrected or updated filing receipt and/or notice, or select the appropriate denial letter. Such requests may be received with follow-on responses to notices. The contractor shall process each request within ten (10) work days of receiving the request.

(b) Government customer service representatives will create customer inquiry requests using the customer service database or other systems to request expedited, special, or corrective processing of patent applications. The contractor shall process the request and update the customer service database and/or other system(s) within eight (8) work hours of receiving the request.

(c) The USPTO is part of a priority document exchange with several other countries. We expect the list of participating countries to increase over time. The contractor will record a request to retrieve during normal formalities review if a priority claim is made to an application from a participating country. The contractor shall also receive requests related to priority document exchange. Applicants may file as part of a new application or as a follow-on document a request for the USPTO to electronically retrieve a priority document from a participating country. These may be submitted if the application was filed prior to the participation date of the country that has the priority document that the applicant wants retrieved by the USPTO. Applicants may also submit a permission to grant access that authorizes the USPTO to give access to their US application to another country that participates in the priority document exchange program. Requests received with a new application will be processed as part of new case formality review. If the document is received as a follow-on document, the contractor shall review the documents for acceptability and enter the appropriate data in PALM Pre-Exam. If the document is unacceptable, the contractor shall enter the appropriate data in PALM Pre-exam and then generate and prepare for mailing, the appropriate Informalities Notice.

(d) The contractor shall monitor selected IFW mailboxes and process approximately 500-1000 requests per year of incoming priority documents to determine if the correct priority document was retrieved. When the applicant requests retrieval of a priority document that is a priority document in another participating office's patent application, the USPTO system may retrieve all of the priority documents in the participating office's patent application. The contractor shall compare the incoming priority documents against the retrieval request, updating PALM Pre-exam, as appropriate, and closing and annotating not needed documents in IFW.

(e) For each newly received follow-on document, the contractor must complete processing (including generating and mailing appropriate correspondence and/or updating IFW database) no later than 10 work days from the time that the document is released and considered ready for processing.

(f) For each newly received follow-on USPTO form SB/69 document, the contractor will review the document submitted by the applicant to authorize the USPTO to send search results to the EPO. Applicants typically use USPTO form SB/69 but may provide authorization on the Application Data Sheet (ADS), Oath, or other application documents

which authorizes or grant permission to the USPTO to capture EPO results. The contractor will review the document for correct signature, title, application number, and proper language. The contractor will record authorization in PALM and send notices for defective requests. The USPTO may add additional patent offices to this document sharing arrangements.

(g) The contractor shall perform all work at minimum accuracy and timeliness levels of 99%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within eight (8) work hours of receiving notification that such exist. The contractor will provide daily, weekly and monthly reports of formality review processing as required by the Government.

**C.2.9 PCT 371 NATIONAL STAGE DATA ENTRY AND MAILING (CLIN 9: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) Currently government staff performs the formalities review process on PCT 371 national stage applications. The government will notify the contractor, currently by using an IFW message, when they have completed formalities review. The contractor will enter or validate bibliographic data generally following the same rules for capture as they follow for regular utility applications. The contractor will make draft notices and filing receipts available to the government for inspection. The government will inspect a sample of the work for accuracy and return contractor errors to the contractor for validation of the error and correction. The government will notify the contractor of work that is accepted by the government and is ready for mailing. Accepted work will include the work that was part of the batch of work from which the government selected the sample but was not sampled and any that were sampled and for which the government did not find an error. The government will complete the inspection within two (2) business days. If the government does not complete the inspection within two (2) business days, the contractor should initiate creation of the official notice. If the contractor is unable to initiate the creation of the official notice due to the government, the contractor's time to complete National Stage bib data entry and mailing will be extended by the same number of days as was caused by the government delay. The contractor will create the official notice and filing receipt. The system will set the mail date and load a copy of the notice into IFW. If the application is not part of the electronic notification process, the contractor will print the final notice, insert it in an envelope and deliver it to the designated pick-up location for mailing by the USPTO Mail Center. The Office expects increased participation in the electronic notification process so the volume of work mailed in paper may decline over the life of the contract. The USPTO may change the mailing processes and integrate this mailing into an automated centralized mailing system that would allow the Office to obtain discounts on postage and other benefits.

(b) The USPTO may decide to shift the inspection process until after the contractor has set the mail date for the outgoing action. If the government implements this procedure, the contractor would not need to submit the draft work to the government for inspection. The government will sample work after mailing and report the error rate and errors found to the contractor. The contractor will have five (5) business days to contest the errors. If the error rate is higher than permitted for any period of two (2) weeks or more, the contractor is

required to develop and present to the COTR a quality improvement plan within ten (10) business days of notification.

(c) All PCT 371 national stage bib data entry and mailing for an application must be completed within five (5) work days of the contractor's receipt of the application. This includes up to two (2) days for government inspection of the draft. The contractor shall perform the work at minimum accuracy and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of contractor's work. The contractor shall correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. The contractor will provide daily, weekly and monthly reports of bib data capture work as required by the Government.

**C.2.10 PCT INTERNATIONAL BIB DATA ENTRY (CLIN 10: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) Using PCs, the contractor shall key and verify prescribed bibliographic data for PCT International applications (Attachment 4). Most applications are filed electronically which may automatically load some or all of the bibliographic data. Some paper filed applications will contain a PCT Easy disk. If a PCT Easy disk is contained in an international application, the contractor will transfer data from that disk to the data entry system as appropriate. The contractor will verify and correct data that was loaded by the electronic filing system or PCT Easy disk. The contractor will enter data not automatically loaded and data for paper filed applications that do not have a PCT Easy disk.

(b) All bib data entry for an application must be completed within two (2) work days of the contractor's receipt of the application. The contractor shall perform the work at minimum accuracy and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of contractor's work. The contractor shall correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. The contractor will provide daily, weekly and monthly reports of bib data capture work as required by the Government.

**C.2.11 PCT PRINTING AND MAILING (CLIN 11: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The PCT Operations office generates forms, letters, and other materials which must be mailed to applicants and international organizations. The Office is also responsible for transmitting record and search copies to the International Bureau and International Search Authorities. At least once in the morning and once in the afternoon of each workday, the contractor shall retrieve copy and mailing work from the designated PCT Operations Workflow and Electronic Review (POWER) workflow system queues (Attachment 5). The contractor shall follow the instructions on the designated form to print and mail copies to the applicant and international organizations (Attachment 5.1). Currently all actions are mailed to the applicant for PCT applications but this may be done by electronic delivery in the future. The USPTO electronically transmits the record copy of international applications to the International Bureau. The USPTO also sends search copies to some searching authorities,

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

however most still receive paper. The contractor will also make electronic copies (e.g. CD) for some international organizations or for certain electronic files such as biological sequence listings (Attachment 5.2). The office expects to automatically transmit more documents to more locations in the future. The contractor will use the POWER system to generate forms for FOSC applications. The contractor will provide the forms to the government representative for FOSC applications that do not have fee posted. The government will inform the contractor when the fees are collected or provide the contractor instructions for posting of the fee. The contractor will print and mail the completed forms after the search fee has been properly collected and posted. The contractor will mail one (1) copy of the completed form to the applicant, one (1) copy to the International Bureau, and place one (1) copy in the designated location for pickup by the indexing and scanning contractor. For any given file, all processing must be completed and the associated envelopes ready for pickup by the USPTO mail center within one (1) work day from file pickup. The date applied by the contractor to any form and/or letter prepared for mailing must be the same as the metered date which will be applied to the envelope in the USPTO mail center. The contractor will identify the materials to be mailed and will determine the appropriate processing required in accordance with government provided specifications. The contractor must insure that all materials inserted into window envelopes for mailing have their address readily visible and the envelopes are securely sealed.

(b) The contractor shall meet all turnaround times and shall perform mailing work at minimum quality and timeliness levels of 99%. The Government will randomly inspect the quality and timeliness of contractor's work. The contractor shall correct any problems or deficiencies within four (4) work hours of receiving notification that such exist. The contractor will provide daily, weekly and monthly reports of PCT mailing work as required by the Government.

(c) The file room contains national and international PCT patent applications (Search copy-pink, Home copy-buff, and Official copy-blue folders) and related files received prior to 2007 and currently is located on the course level of the Randolph Building.

(d) All contractor personnel working in the PCT file room must sign in and out on the Government-provided log sheets. All application files coming into or going out of the file room must have their PALM location information promptly updated. If PALM is nonoperational, incoming files should not be refiled until the PALM information can be updated; a sheet should be attached to each outgoing file indicating that PALM was down and the file was not charged to the requester.

(e) Requests for files will be given to the contractor via e-mail or fax machine. The contractor will process any request for five (5) or fewer files and deliver to the requestor within three (3) business days. Requests for more than five (5) files must be processed and delivered to the requestor within five (5) business days. If a file cannot be located in the file room, the contractor will notify the requester by e-mail within five (5) business days.

(f) Files returned to the file room should be refiled in the appropriate location within five (5) business days of their return to the file room. Within five (5) business days of their receipt,

documents to be associated with files will be matched with the appropriate file(s) and refiled or placed for the next mailroom pickup.

(g) The contractor will insure that all application files are accurately filed and will perform housekeeping functions as necessary to insure an orderly file room in which the shelving and work space are efficiently utilized. Shifting of files may be appropriate if shelving space is required for other purposes. Specific instructions and a desired completion time will be provided to the contractor at the start of each project. As requested by the Government, the contractor will conduct a full inventory of the file room and/or work spaces by entering the information for each application file into the PALM system.

**C.2.12 COURIER SUPPORT (CLIN 12: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

To support file retrieval and delivery and movement of other documents and fees, the contractor must provide courier service between the USPTO buildings in Shirlington and Alexandria, this may include adding delivery locations near the USPTO campus, but not in USPTO leased space. The courier service will have unlimited pickups and deliveries and must occur at each location a minimum of once each morning and once each afternoon. Other pickups/deliveries must occur as needed to meet the requirements of this statement of work. Additional times and/or USPTO locations may be requested by the COTR.

**C.2.13 PROJECT MANAGEMENT STAFF (CLIN 13: Base Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4)**

(a) The contractor will provide project management and project management staff to manage all contractor personnel and all contractor functions provided for in this contract. The contractor shall have a Project Manager who has authority and responsibility for all aspects of the work performed by the contractor. The contractor will provide an Operations Manager to manage the daily operations of the contract. The Operations Manager must possess in-depth knowledge of day-to-day operations, contract requirements and workflow.

(b) The Project Manager and Operations Manager shall be the primary point of contact for the Contracting Officer Technical Representative (COTR). The Project Manager, Operations Manager, and COTR shall meet at least once per month to discuss the status of all services. The Project Manager and Operations Manager shall ensure timely submission of all required reports and report change to project management staff to the COTR. The Project Manager and Operations Manager shall designate a capable alternate when they are out of the office. The alternate shall be responsive to the COTR or the COTR's alternate when the COTR is out of the office. The Project Manager must have demonstrated project and personnel skills in coordination and completion of large projects. Must have experience in planning, setting deadlines, assigning responsibilities, leading and directing the work to others, and monitoring project completion. The Project Manager must have eight (8) years or more of demonstrated experience in the field or in a managerial related area. Project Management certification is preferred, but not required. However, the Project Manager must have at least a Bachelor's degree in the related subject area. The Operations Manager must have demonstrated skills in



## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

personnel management and six (6) to eight (8) years of demonstrated experience in program or project management or in a managerial related area. The Project Manager and Operations Manager are identified as “Key Personnel” in the contract. The project management staff shall ensure the smooth functioning of the services required under the contract. The project management staff will work closely with the government operations managers to address operational issues and challenges and to implement new processes and procedures.

(c) The contractor shall provide a management structure that may include managers, supervisors, and team leads sufficient to supervise and lead the production personnel. The production management personnel shall be on-site during the day-time business hours worked by their personnel. Contractor personnel working under the general clerical support CLIN will typically receive day-to-day direction from an authorized government representative after coordination with the contractor’s management team.

(d) The contractor’s management team will be responsible for measuring quality and timeliness and ensuring that the production timeliness and quality requirements are met. The management team will be responsible for workflow and responding to government requests to process work.

**SECTION D – PACKAGING AND MARKING**

**D.1 MARKING REQUIREMENTS**

The Contractor shall mark and/or label all shipping containers holding original application files and all products/deliverables being returned or delivered to the USPTO and its customers. The shipping containers shall be plainly and substantially marked to show the contract number, a brief description of the contents, Contractor's name, and the name of the Contracting Officer's Technical Representative (COTR).

**D.2 PACKAGING AND PACKING REQUIREMENTS**

The Contractor shall package all products delivered under this contract to ensure safe delivery at their destination(s) in accordance with normal commercial practice for domestic shipment.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

### **E.2 52.246-04 INSPECTION AND QUALITY ASSURANCE REQUIREMENTS**

- (a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may— (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) Terminate the contract for default.

### **E.3 GOVERNMENT INSPECTION**

- (a) On an ongoing basis, Government personnel will conduct inspections of the contractor’s work, primarily utilizing random sampling.
- (b) Unacceptable work will be corrected by the contractor in accordance with Section C.

**F. SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>  
<http://www.acqnet.gov>

Clause	Title	Date
52.242-17	Government Delay of Work	Apr 1984
52.246-2	Inspection and Supplies – Fixed Price	Aug 1996

**F.2 GOVERNMENT HOLIDAYS**

The following legal holidays are observed by the USPTO. Holidays falling on Saturday are observed on the Friday preceding the holiday while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	As Applicable every 4th year

(Any other day designated by Federal Statue, Executive Order or Presidential Proclamation)

The Contractor shall establish duty hours for contractor employees that will ensure that all services specified in the contract are provided Monday through Friday, except on the Federal holidays listed above, on any day the office is officially closed, or when the Office grants administrative leave or an early dismissal to its employees. For periods during which the office is closed, the Government will accept invoicing only for hours actually worked by the contractor employees and approved in advance by the COTR. However, in the event of the Office granting early dismissal to its employees, the contractor shall be required to maintain staff at the Customer Service Window. The duty hours of the Customer Service Window are from 8:30 to midnight daily, Monday through Friday, unless otherwise directed.

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

The Contractor shall comply with the following relative to scheduling work and accessing USPTO buildings.

- Listed Government holidays: Regular work not scheduled; overtime work performed only if approved in advance by COTR.
- Early dismissal of USPTO employees due to poor weather conditions. Contractor may dismiss employees or may request permission from the COTR for some or all contract employees to continue working.
- Early dismissal of USPTO employees and/or building closed due to emergency: Contractor may not continue to work and must dismiss contractor employees until building(s) reopen. (If some USPTO buildings remain open, the contractor may, after notifying the COTR, temporarily reassign affected contract employees to another (open) building and continue working.)
- Any day (other than those listed above) designated as a holiday by Federal Statue, Executive Order, or Presidential Proclamation: Regular work not scheduled; overtime work performed only if approved in advance by COTR.

### **F.3 PERIOD OF PERFORMANCE**

Base Period:	July 1, 2013 – June 30, 2014
Option Period 1:	July 1, 2014 – June 30, 2015
Option Period 2:	July 1, 2015 – June 30, 2016
Option Period 3:	July 1, 2016 – June 30, 2017
Option Period 4:	July 1, 2017 – June 30, 2018

### **F.4 PLACE OF PERFORMANCE**

All contract performance shall be accomplished at the USPTO buildings in Alexandria and Shirlington, or in other USPTO facilities, which may be established. All direct charged personnel under this requirement shall receive office space with the exception of the courier. USPTO will not provide office space for overhead support personnel, etc.

### **F.5 REPORTS**

(a) Delivery of reports, unless otherwise specified, shall be made to the following:

(Name and address to be provided at a later date)

(b) Unless otherwise specified, all documents/reports prepared and submitted by the contractor to the Government under this contract shall include the following information on the first page of each document report:

- Contractor name
- Contract number
- Title of report
- Date of report, and
- Time period covered

## **SECTION G – CONTRACT ADMINISTRATION DATA**

## **G.1 CONTRACT ADMINISTRATION**

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

### **(a) Contracting Officer's Technical Representative**

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

### **(b) Contracting Officer**

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

## **G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

## **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: (to be designated at contract award)  
ADDRESS: U.S. Patent and Trademark Office  
(to be designated at contract award)  
PHONE NO: (to be designated at contract award)

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

### **G.4 INVOICING AND PAYMENT INSTRUCTIONS**

(a) For Patent Office Support Services work completed by the contractor and inspected and accepted by the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office**  
**Office of Finance, Mail Stop 17**  
**P.O. Box 1450**  
**Alexandria, VA 22313-1450**  
e-mail: [OfficeofFinance@uspto.gov](mailto:OfficeofFinance@uspto.gov)  
fax: **703-739-6353**

(b) An invoice shall be provided for each completed CLIN from an executed modification. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

- (2) Contract number and task/delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific task/delivery order;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Period of performance covered by the invoice
- (7) The following statement on the original of each invoice:

### **COTR'S CERTIFICATION**

I certify to the best of my knowledge and belief that the services/products shown on the invoice have been performed and are accepted.

\_\_\_\_\_  
COTR Signature

\_\_\_\_\_  
Date

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

### **G.5 INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices twice a month by individual task order based on workdays.

### **G.6 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450**

(b) In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**



## **H.1 PTO-04C – SECURITY CLAUSE**

### **ACCESS TO GOVERNMENT FACILITIES**

During the life of the contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Government reserves the right to require contractor personnel to sign in upon ingress or sign out upon egress to and from the Government facility.

### **DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

Duplication or disclosure of confidential data provided by the USPTO, or to which the Contractor will have access as a result of this contract, is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretation thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions, without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

### **GOVERNMENT FURNISHED DATA (IF APPLICABLE)**

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order(s). Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

### **RIGHTS IN DATA (IF APPLICABLE)**

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, “software first produced in the performance of this contract” shall include, but not be limited to the following: non-COTS computer program developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purpose of this clause, “unlimited rights” shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

## **SECRECY AND USE OF PATENT INFORMATION**

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-know basis. The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except performing the requirements of this contract. Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO. All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing: "I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion." Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

## **H.2 PTO-06 LIMITATION ON CONTRACTOR ADVERTISEMENT**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

## **H.3 PTO-17 CONTRACTOR FOIA REQUIREMENT**

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

## **H.4 INSURANCE COVERAGE**

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) **General Liability.** The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) **Automobile Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) The Contractor, in addition to the above insurance coverage, shall carry Property Damage insurance, which will fully replace all Government property damaged, lost, stolen, destroyed, by the Contractor during the performance of the contract, or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

### **H.5 DELIVERY/TASK ORDER PROCEDURES**

All work shall be initiated only by issuance of a delivery/task order fully executed by the Contracting Officer (CO). The Government is only liable for the terms and conditions of this

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

contract to the extent that a fully executed delivery/task order has been issued and covers the required work. Charges for any work not authorized will be disallowed. The Contractor shall review this information, notify the USPTO of any difficulty in performing the work as planned, and then agree upon the requirements and/or objectives to be achieved.

The Contractor shall acknowledge receipt of each delivery/task order by returning receipt of each delivery/task order by returning to the CO and COTR a signed copy of the delivery order within two (2) days after receipt. The Contractor shall begin work on the delivery/task order in accordance with the effective date indicated on the delivery/task order.

The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the delivery/task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, delivery/task orders may be formally modified in writing by the CO to reflect changes to tasking.

Delivery/task orders may be placed during the period of performance of the contract. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance shall continue to be charged at the last effective rates.

### **H.6 KEY PERSONNEL**

(a) The Contractor shall assign to this contract the following key personnel:

- Project Manager
- Operations Manager

(b) During the first 180 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 180-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

## **H.7 NO WAIVER OF DELIVERY SCHEDULE**

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule of a waiver of USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the Contractor on this contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

## **H.8 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract the Contractor shall immediately notify the Contracting Officer and the COTR, via telephone, e-mail, or in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

## **H.9 ORGANIZATIONAL CONFLICT OF INTEREST**

A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5 or that the Contractor has disclosed all such relevant information.

B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer (CO). This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

C. Remedies. The CO may terminate this contract for convenience, in whole or part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

D. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontractor or consultant agreement hereunder.

#### **H.10 PROHIBITION AGAINST PRIVATE SECTOR BOUNTY SEARCHES**

The Contractor agrees, in the performance of this contract, not to pursue bounties offered by private sector sources for identifying prior art. The Contractor further agrees not to allow its employees to pursue bounties offered by private sector sources for identifying prior art and to take such reasonable measures as are necessary to restrict participation in the pursuit of bounties. Consequently, acceptance of payments from outside sources by the Contractor or its employees performing services under this contract for prior art search activities may subject the Contractor to termination of the contract. The Contractor agrees to insert the substance of this clause in any employment agreement issued in the performance of this contract.

The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

#### **H.11 SERVICE CONTRACT ACT WAGE DETERMINATION**

The contract is subject to the Service Contract Act of 1965. In the performance of this contract, the Contractor shall comply with the wage determination issued by the U.S. Department of Labor. The latest wage determination (WD) 2005-2103 Rev. 12 dated 06/13/2012 is incorporated into this contract. See Attachment 10 as noted in Section J. This WD remains in effect unless otherwise updated prior to the submission of proposals.

**SECTION I – CONTRACT CLAUSES**

**I.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

**“This Page Intentionally Left Blank”**

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.202-1	Definitions	Jan 2012
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontract Sales to the Government	Sept 2006
52.203-7	Anti-Kickback Procedures	Oct 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-7	Central Contractor Registration	Aug 2012
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.207-3	Right of the First Refusal of Employment	May 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Dec 2010
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-2	Audit and Records – Negotiation.	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications.	Aug 2011
52.215-13	Subcontractor Certified Cost or Pricing Data – Modification	Oct 2010
52.215-14	Integrity of Unit Prices	Oct 2010
52.215-21	Requirement for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modification	Oct 2010
52.222-3	Convict Labor	June 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	July 2005
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-37	Employment Reports Veterans	Sep 2010
52.222-41	Service Contract Act of 1965	Nov 2007
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment.	Sep 2009
52.223-6	Drug-Free Workplace	May 2001
52.223-13	Reserved	
52.223-14	Reserved	
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-1	Authorization and Consent	Dec 2007
52.227-14	Rights in Data –General	Dec 2007



**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes (State and Local Adjustments)	Apr 2003
52.232-1	Payments	Apr 1984
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-17	Interest	Oct 2010
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	Oct 2003
52.233-1	Disputes	July 2002
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	July 1995
52.242-15	Stop Work Order	Apr 1984
52.242-17	Government Delay of Work	Apr 1984
52.243-1 Alt 1	Changes – Fixed Price	Aug 1984
52.244-2	Subcontracts	Oct 2010
52.245-2	Government Property Installation Operation Services	Apr 2012
52.248-1	Value Engineering	Oct 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	Apr 2012
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

**I.2 52.216-18 ORDERING. (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

Such orders may be issued from **July 1, 2013** through **June 30, 2014**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of \$4,000,000.00;
  - (2) Any order for a combination of items in excess of \$4,000,000.00; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract date.

**I.5 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)**

- (a) *Definition.* “Small business concern,” as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) *Applicability.* This clause applies only to—
  - (1) Contracts that have been totally set aside or reserved for small business concerns; and
  - (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) General.

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

### **I.6 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

### **I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

Exercise of an option will result in the following contract modifications:

The Period of Performance of the contract will be extended as follows:

<b>Option Period</b>	<b>Period of Performance</b>
Option I	12 months from expiration of the base year period of performance
Option II	12 months from expiration of Option I
Option III	12 months from expiration of Option II
Option IV	12 months from expiration of Option III

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

### I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

Employee Class	Monetary Wage/Fringe Benefit
Program Management Program/Project Manager	GS-0340, Grades: GS 13, 14
Supervisor, Management/Program Analyst	GS-0343, Grades: GS-9, GS-11
Team Lead, Legal Instruments Examiners	GS-0963, Grade: GS-8
Legal Instrument Examiners RAM/Fee Operator	GS-0963, Grades: GS-5,6,7
Receptionist	GS-0304, Grades: GS 3, 4
Secretary	GS-0318, Grades: GS 5, 6
Secretary, Director	GS-0318, Grades: GS 8, 9
Legal Document Review Clerks	GS-0986, Grades: GS 5, 6
Quality Assurance Specialist, Lead	GS-1910, Grades: GS 6, 7

### I.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any **Commerce Acquisition Regulation** clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

### I.10 SYSTEM FOR AWARD MANAGEMENT (SAM)

(a) The General Services Administration (GSA) has implemented a system for vendors doing business with the Federal Government to manage their entity information in one central location, this new database is called **System for Award Management (SAM)**. This first phase of SAM became effective July 30, 2012, and includes capabilities for Central Contractor Registration (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). For more information please go to **SAM**.

(b) All contractors/vendors doing business with or would like to do business with the USPTO must have an active registration in **SAM**.

### **I.11 PTO-08C PHYSICAL ACCESS**

(a) The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

### **I.12 PTO-10 - Agency-Level Protest Procedures (DEC 1996)**

#### **a. PURPOSE:**

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

#### **b. DEFINITIONS:**

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

#### **c. PROCEDURES:**

- i. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

### **Chief Financial Officer**

U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

### **Office of the General Counsel**

General Law Office  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX Number 571-273-0099)

ii. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

- a. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
- b. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
- c. To be complete, protests must contain the following information:
  1. the protester's name, address, telephone number, and fax number
  2. the solicitation or contract number, name of contracting office and the contracting officer
  3. a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
  4. copies of relevant documents supporting protester's statement
  5. a request for ruling by the agency
  6. Statement as to form of relief requested
  7. all information establishing that the protester is an interested party for the purpose of filing a protest
  8. all information establishing the timeliness of the protest

9. All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

- iii. Effect of protest on award and performance: When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:
  - a. the supplies or services are urgently required,
  - b. delivery or performance would be unduly delayed by failure to make the award promptly, or
  - c. a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- d. contract performance would be in the best interest of the United States, or
- e. urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

**d. REMEDIES:**

The protest decision authority may grant one or more of the following remedies:

- i. terminate the contract,
- ii. re-compete the requirement,
- iii. issue a new solicitation,
- iv. refrain from exercising options under the contract,
- v. award a contract consistent with statutes and regulations,

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

- vi. amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- vii. such other remedies as the decision-maker may determine are necessary to correct a defect.

### **I.13 PTO-11 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (AUGUST 2009)**

(a) Applicability. This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce/USPTO sensitive non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For the purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

The Computer Security act of 1987 (P.L. 100-235)

(<http://www/osec.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term

(1) sensitive information "...any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

- a. The DOC IT Security Program Policy and Minimum Implementation Standards, section 4.3 (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- b. The DOC Security Manual, Chapter 18 (<http://home.commerce.gov/osy/SecurityManual/Security%20Manual%20Contents2.pdf>).
- c. Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The contractor shall be responsible for implementing sufficient Information Technology security to reasonably prevent the compromise of DOC/USPTO IT resources for all of the



## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

contractor's systems that are interconnected with a DOC/USPTO network or DOC/USPTO systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC/USPTO data, or to connect to DOC/USPTO networks, must comply with the requirements contained in the DOC Information Technology Management Handbook ([http://www.osec.doc.gov/cio/cio\\_it\\_policy\\_page.htm](http://www.osec.doc.gov/cio/cio_it_policy_page.htm)).

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC/USPTO or interconnected to a DOC/USPTO network to perform contract services shall be screened at an appropriate level in accordance with the Commerce Acquisition Manual (CAM) 1337.70, Security Processing Requirements for Service Contracts.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its current employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The Contractor shall provide this written certification to the COR within 30 days of a new employee beginning work under the contract. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have complete annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The Contractor shall afford DOC/USPTO, including the Office of the Inspector General, access to Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent requirement to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC/USPTO data or to the function of computer systems operated on behalf of DOC/USPTO, and to preserve evidence of computer crime.

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC/USPTO network or that DOC/USPTO data be processed or stored on them, the Contractor shall provide, implement and maintain a Security Authorization Package in accordance with NIST, DOC, and USPTO policies, procedures, manuals and guidance. Specifically:

(1) Within 14 calendar days after contract receipt, the Contractor shall submit for USPTO approval a project plan detailing the actions and timetable needed to complete the Security Authorization to Operate Process. After approval by USPTO, the Contractor shall follow the work plan schedule to complete the authorization activities in accordance with applicable policies and guidance. The Security Authorization project plan approved by

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

USPTO shall be incorporated as part of the contract and will be used by USPTO as the basis for activities involving Security Authorization to Operate and continuous monitoring.

(2) The Contractor shall develop a Security Authorization Package (SAP) conforming to applicable policies and guidance. The SAP shall detail, append or address the following:

- a) The Contractor shall develop and document a System Security Plan (SSP) which shall include, but is not limited to, Description of the Information System, System Boundary, System Security Categorization, documentation of the selection of security controls and security control implementation applicable to the Contractor system (with verification of the Common Controls).
- b) The Contractor shall develop a Security Test and Evaluation (ST&E) Plan in accordance with applicable policies and guidelines. The Contractor shall subsequently assess the system in accordance with the approved plan. The Contractor shall develop the Security Assessment Report and shall conduct remediation actions based on the preliminary report. The Contractor shall create POA&Ms for those controls which can not be remediated prior to submittal of the package for Authorization.
- c) After authorization of the system by a USPTO Authorizing Official, the Contractor shall maintain the approved level of the system security as documented in the Security Accreditation Package and assist the COR in annual assessments of control effectiveness in accordance with applicable policies and guidance.

(3) The Contractor shall complete the following activities as part of the USPTO continuous monitoring strategy: quarterly vulnerability scans, quarterly POA&M updates, annual contingency plan testing, annual security awareness training, and annual assessments of at least 33 percent (1/3) of the security controls applicable for the system in addition to DOC and USPTO critical/volatile controls unless otherwise specified by USPTO. The Contractor shall remediate within 30 days any vulnerability found during vulnerability scanning or security control assessments. The Contractor shall create and submit to the CACG a POA&M item for any vulnerability not remediated within 30 days of discovery. The Contractor shall perform a Security Impact Analysis in accordance with applicable policies and guidelines for all proposed changes which affect the Information System or the system environment.

(4) Contractor systems shall have a current baseline configuration documented and maintained as required in the USPTO *Secure Baseline Policy*. The contractor shall develop, document and maintain, for each system that may process, store, or transmit USPTO sensitive but unclassified (SBU) information, a current baseline configuration based on recommendations established by USPTO, NIST, the Center for Internet Security (CIS) benchmarks, and operating system and application vendors/manufacturers to ensure secure configurations of IT products. This requires the Contractor to:

- a) Identify IT products that process, store, or transmit USPTO SBU information.
- b) Identify checklists applicable for the IT products identified in the preceding activity, using the USPTO Security Configuration Baselines that

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

are available for the Contractor's IT products. If the Contractor has an IT product that has not been documented by USPTO, the Contractor shall refer to checklists and or secure best practices provided by NIST, CIS benchmarks, operating systems, or application vendors/manufacturers.

- c) Test the security settings and document the results and mitigate any non-compliance issues.
- d) Document the secure configuration settings for each IT product.
- e) Implement the configuration settings within the production environment.

(5) The contractor shall develop, document and maintain for each system a procedure for compliance with the Federal Desktop Core Configuration such that:

a) The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). Guidance may be found at [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html) (for Windows XP settings) and [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html) (for Windows Vista settings).

b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(6) Any activity identified above may be subject to USPTO independent verification and validation and approval.

(7) Failure to complete any of the above activities may result in termination of the contract.

(8) Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

### **I.14 PTO-12 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE OR IT SYSTEM (HIGH OR MODERATE RISK CONTRACTS)**

CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)

**A. Investigative Requirements for High and Moderate Risk Contracts**

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

**1. Non-IT Service Contracts**

- a. High Risk – Background Investigation (BI)
- b. Moderate Risk – Moderate Background Investigation (MBI)

**2. IT Service Contracts**

- a. High Risk IT – Background Investigation (BI)
- b. Moderate Risk IT – Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

**B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

- To be employed under this contract within the United States, non-U.S. citizens must have:
- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (The OSY routinely consults with appropriate agencies regarding the use of non U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

**C. Security Processing Requirement**

1. Processing requirements for High and Moderate Risk Contracts are as follows:

a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):

- Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
- FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
- Credit Release Authorization.

b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

### **D. Notification of Disqualifying Information**

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the USPTO.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.

### **E. Access to National Security Information**

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

**F. Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.**

### **I.15 PTO-16C CONTRACTOR NOTIFICATION REQUIREMENT**

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

## SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ATTACHMENT LISTING

1. Ram/Fee Processing Documents
2. Control Sheets
3. Formality Review Manual
4. PCT BIB Data Entry
5. Power Workflow System Console
- 5.a PCT Printing and Mailing
- 5.b CD Burning Sequence Listing
6. Definitions & Acronyms
7. Government Furnished Equipment List
8. Manual of Patent Examining Procedure (MPEP) is available at:  
<http://www.uspto.gov/web/offices/pac/mpep/index.html>
9. Statement of Contract Employee Relative to Non-Disclosure of Patent Information Form
10. Department of Labor Wage Determination (WD) **2005-2103 Rev 12** dated 06/13/12. This remains in effect unless otherwise updated prior to the submission of proposals.
11. Past Performance Questionnaire

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).



## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN).*

- ( ) TIN: \_\_\_\_\_.
- ( ) TIN has been applied for.
- ( ) TIN is not required because:

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ( ) Offeror is an agency or instrumentality of a foreign government;
- ( ) Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ( ) Sole proprietorship;
- ( ) Partnership;
- ( ) Corporate entity (not tax-exempt);
- ( ) Corporate entity (tax-exempt);
- ( ) Government entity (Federal, State, or local);
- ( ) Foreign government;
- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other \_\_\_\_\_.

(f) *Common parent.*

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ( ), have not ( ), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

### K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ( ) is, ( ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ( ) is, ( ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ( ) is, ( ) is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the

Act.

### **K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that—

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that—

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>  
<http://www.acqnet.gov>

Clause	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	Apr 2008
52.215-1 Alt 1	Instructions to Offerors – Competitive Acquisition	Oct 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Feb 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

**L.2 NAICS**

The **North American Industry Classification System (NAICS) Code is 561210**, “Facilities Support Services”. The size standard is 35.5M.

The Government contemplates award of a **Fixed-Price Labor Hour and Indefinite Quantity** contract resulting from this solicitation.

This solicitation is 100% Set-Aside for Small Business Concerns

**L.3 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

OFFICE OF PROCUREMENT  
P.O. BOX 1450  
ATTN: SHELLIE EATON  
ALEXANDRIA VA 22313-1450

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.



#### **L.4 INQUIRIES**

All offerors who would like to submit questions, in relation to the requirement described in this Request for Proposal (RFP), must submit questions NO LATER THAN 5 P.M. Local Time of the Contracting Officer, **Monday, February 11, 2013**. Questions shall be submitted by email to the Contracting Specialist/Officer, [Shellie.Eaton@USPTO.GOV](mailto:Shellie.Eaton@USPTO.GOV). Questions will not be answered unless submitted in this manner. The Government will provide written responses to offerors' questions about the Government's requirement if they are received by **Monday, February 11, 2013**. Questions will posted on the USPTO website at [http://www.uspto.gov/about/vendor\\_info/current\\_acquisitions/index.jsp](http://www.uspto.gov/about/vendor_info/current_acquisitions/index.jsp). No information or requests for clarification will be provided in response to telephone calls from offerors. The RFP remains unchanged unless the Contracting Officer issues a formal amendment to the RFP. No follow up questions resulting from answers to the initial questions will be addressed.

#### **L.5 VIDEO OF WORK PROCESSES**

The Government has posted a video in which potential contractors may obtain a better understanding of the work required. Offerors are strongly urged to visit the following link: [http://helix-1.uspto.gov/asxgen/Procurement\\_Video\\_FINALCaptioned.wmv](http://helix-1.uspto.gov/asxgen/Procurement_Video_FINALCaptioned.wmv) to fully inform themselves about the conditions under which the work is to be performed. Note: Volumes, quantities and the number of personnel represented in the video are not indicative of current requirement. The current scope of work is identified in the solicitation.

#### **L.6 PERIOD OF ACCEPTANCE FOR OFFERS**

Provision L.10 supersedes any information on the cover page of this RFP with respect to the time period the offeror's offer will be valid for acceptance. Unless the offeror explicitly states otherwise, its offer shall be valid for acceptance by the Government for **180** calendars days from the date the RFP closes.

#### **L.7 NO ALTERNATE PROPOSALS ACCEPTED**

An offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the offeror desired to have evaluated.

#### **L.8 JOINT VENTURE PROPOSALS**

No joint venture proposals will be accepted.

#### **L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the USPTO's requirement as outlined in the RFP shall submit all documents as defined in Section L.15 (Proposal Requirements). Offerors shall

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

submit statutorily required Certifications and Representations for review by the USPTO (See Section K). Offerors doing business with or would like to do business with the USPTO must have an active registration in **SAM** (System for Award Management) (See Section I.10).

All incomplete and/or non-compliant proposals may be removed from consideration and the offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

### **L.10 ACQUISITION SCHEDULE**

Provided below are anticipated milestones for this project:

<u>Activity</u>	<u>Planned Completion Date</u>
Release Final RFP	01/31/2013
Questions Due	02/11/2013
Proposals Due Date	03/28/2013*
Award Date	05/01/2013

\*Proposals are due no later than (NLT) 2 PM, local time of the Contracting Officer, Alexandria, VA.

The above schedule represents estimated dates provided to assist the offerors in pricing their proposal. The USPTO is not obligated to award the contract on the estimated date.

### **L.11 INCURRING COSTS**

The USPTO shall not be obligated to pay any cost incurred by the offeror in the preparation and submission of a proposal in response to the solicitation.

### **L.12 NEWS RELEASE**

Offerors shall make no news release pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

### **L.13 POST AWARD CONFERENCE**

A post award conference with the successful Offeror shall be required. It will be scheduled and held within 15 days after the date of contract award.

### **L.14 PRE-AWARD SURVEY**

If an offer submitted in response to this solicitation is favorably considered, a survey team may contact and visit your facility to determine your capacity, financial capability, and technical ability to perform. Current financial statements and other pertinent data should be available at that time. Such evaluation criteria will be used to determine Offeror's responsibility in accordance with FAR 9.1.

## L.15 PROPOSAL SUBMISSION AND CONTENT REQUIREMENT

### L.15.1 Proposal Submission

Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the offeror intends to conduct contract performance. This will be taken into consideration throughout the evaluation process.

Offerors shall provide one (1) original and five **(5)** copies of their proposal not later than, **Thursday, March 28, 2013, NLT 2:00 P.M. local time of the Contracting Officer, located in Alexandria, VA** and addressed to the attention of Ms. Shellie Eaton, U.S. Patent and Trademark Office, Office of Procurement. **All documents shall be delivered as a single package.** Depending on the mode of delivery, Offeror's response should be addressed as follows:

**Mailing\*:**

United States Patent and Trademark Office  
Office of Procurement  
Attn: Shellie Eaton, Ref: Solicitation DOC52PAPT1200047  
PO Box 1450  
Mail Stop 6, Madison East Building (MDE)  
7th Floor, Rm 7D45  
Alexandria VA 22313-1450

\*Must include Point of Contact, building and room number.

**Handcarried, Courier or Non-US Postal Service Mail Service**

United States Patent and Trademark Office  
Office of Procurement  
Attn: Shellie Eaton, Ref: Solicitation DOC52PAPT1200047  
600 Dulany Street  
7th Floor, Rm 7D45  
Alexandria VA 22314

\*Upon arrival at the USPTO campus, please phone Shellie Eaton at 571-272-5146.

**Contractors with badges shall remain on the lobby level for proposal delivery.**

When proposals are hand-carried or sent by courier service, the offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified in the RFP. All visitor access to USPTO facilities is controlled by security. When hand-carrying proposals, offerors must allow time to be processed through security and must allow time for procurement personnel to be contacted and must allow time for pickup of proposal in the USPTO lobby.

Offerors shall be responsible for accessing the web page

[http://www.uspto.gov/about/vendor\\_info/current\\_acquisitions/index.jsp](http://www.uspto.gov/about/vendor_info/current_acquisitions/index.jsp) for any changes to this RFP. All changes, questions, and answers shall be posted to this location.

#### L.15.2 General Instructions for the Preparation of Proposals

The documents shall be submitted in paper form (one (1) original and five **(5) copies**) and in electronic MS Word format on CD-ROM (two copies), and formatted for 8-1/2" by 11" white, untextured paper, single-spaced. Margins shall be at one (1) inch on all sides. The type for all sections submitted shall be black in Times New Roman 12 point. Work flow diagrams, charts, graphs, etc. may not be larger than 11 x 17 and may be submitted in black or color graphics. The offeror is required to submit the required copies in the following format:

##### **Volume 1: (1 original and five (5) copies; two (2) CD ROM copies in Microsoft Word)**

- Technical Approach
- Past Performance

##### **Volume 2 : (1 original and three (3) copies; two (2) CD ROM copies in Microsoft Excel)**

- Price Proposal - A completed Section B of the RFP, entitled Supplies/ Services and Prices", with supporting detail. The price proposal is required in Microsoft Excel.
- A signed RFP cover page, along with signed cover pages of all Amendments to the RFP. Original signatures are required for hardcopies of all Amendments, but .pdf format of the Amendments is acceptable for the CD ROM.
- A completed Section K "Representations and Certifications" or reference that current reps and certs are on Systems Award Management System (SAMS) (a component of the proposal)

Offerors shall submit all required information. Offerors are cautioned that failure to provide all the required information may result in elimination of the offeror from further consideration for award. Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. It is the responsibility of the offeror to ensure that the paper copy of its proposal is the same as the **CD Rom**. The original copy shall be considered the proposal in case of any conflict between paper and CD Rom. The USPTO is not obligated to compare the paper copy to the **CD Rom** to request additional information from any offeror in order to make determination of technical acceptability. **Facsimile proposals and modifications of proposals are not permitted and will be disregarded if received.**

Proposals shall present an offeror's understanding of the scope of the procurement and an overall approach in providing the required products. Merely providing general statements such as *the offeror understands, the offeror can or will comply with the requirements, standard procedures will be used, well known techniques will be used, for compliance and completeness* or that simply paraphrase the Statement of Work in whole or in part will not satisfy the requirements concerning the content of a technical proposal and may serve as the basis for rejecting that offeror's proposal. Failure to submit proposals in compliance with these minimum requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

Offerors are required to address the following in response to this RFP: Technical Approach, Past Performance and Price Proposal. Each proposal shall include a Table of Contents that indicates the page numbers of each section, figure or table. If desired, the offeror may include a 1 page title page for each section in accordance with the required format. Dividers with tabs shall be inserted between the sections, with each section starting on a new page. The title page, table of contents and dividers are not included in the maximum page count. **COST OR PRICE INFORMATION SHALL BE SUBMITTED ONLY IN THE PRICE PROPOSAL SECTION.**

<u>Section # and Description</u>	<u>Maximum Page Limit*</u>
1. Technical Approach	25
2. Past Performance	10
3. Price Proposal	No Limit

\*Pages over the designated page limit for each section will not be evaluated.

### L.15.3 Technical Approach (Volume I, Section 1).

The technical approach section shall not exceed 25 pages (exclusive of workflow diagrams and resumes).

The overall technical approach evaluation will consider relevance, credibility, responsiveness, and completeness of the approach. The USPTO will assess the offeror's understanding of the requirement and viability of the planned approach. The following sub-factors will be used to evaluate an offeror's technical approach

- **Planned Operations:** evaluate an offeror's understanding by analyzing proposed workflows and workflow management plans. The proposed approach will be evaluated for completeness and viability, the ability to respond to fluctuating workloads, the ability to meet required processing turnaround times, and the ability to provide required production data/reports.
- **Quality Control:** evaluate for its ability to provide quality products and services. Proposed methods and techniques to promptly identify and resolve problems and errors, to identify and eliminate systemic problems, and to monitor ongoing work operations will be evaluated for sufficiency and effectiveness.
- **Transition Plan:** evaluate an offeror's plan and schedule to acquire needed facilities, equipment and supplies and to recruit and train personnel. The plan will be evaluated for its feasibility in meeting required contract start date.
- **Resources:** evaluate proposed staffing by reviewing the appropriateness of numbers and labor categories of employees; the reasonableness of production rates; the adequate ratio of management and supervisory personnel; the viability of plans to recruit, train, manage, and retain a quality work force during the life of the contract. Evaluate proposed equipment and supplies to determine their sufficiency and appropriateness and their effectiveness in meeting performance requirement.
- **Key Personnel:** evaluate the offeror's ability to provide qualified key personnel in meeting key contract requirements with demonstrated skills in personnel management and demonstrated experience in program or project management.

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

### **L.15.3.1 Planned Operations**

The offeror shall provide a technical approach to provide the services required in the following sections of the RFP:

- C.2.1 (CLIN 1) File Maintenance
- C.2.2 (CLIN 2) Copying
- C.2.3 (CLIN 3) Document Receipt and Mail
- C.2.4 (CLIN 4) Print Working File
- C.2.5 (CLIN 5) General Support
- C.2.6 (CLIN 6, SLIN 6a) Incoming Mail Support
- C.2.7 (CLIN 7, SLINS 7a and 7b) Fee Collection
- C.2.8 (CLIN 8, SLINS 8a and 8b) Formality Review
- C.2.9 (CLIN 9) PCT 371 National Stage Data Entry and Mailing
- C.2.10 (CLIN 10) PCT International BIB Data Entry
- C.2.11 (CLIN 11) PCT Printing and Mailing
- C.2.12 (CLIN 12) Courier Support
- C.2.13 (CLIN 13) Project Management Staff

The offeror's description should include a proposed workflow including workflow diagrams as appropriate and should demonstrate a thorough understanding of USPTO's requirement, the ability to meet changing requirements and/or fluctuations in workloads, and the ability to respond to report requests including providing accurate document counts and other production data. The offeror shall also describe the control and management of data and documents that will be concurrently in process and explain planned security controls and procedures that address maintaining the confidentiality of patent data. Workflow diagrams are required for all CLINs with the exception of CLIN 1 (File Maintenance), CLIN 4 (Print Working File), CLIN 5 (General Support), and CLIN 12 (Courier Service). Workflow diagrams shall not exceed 2 pages per CLIN and are not included in the 25 page count for technical approach. Workflow diagrams may not be larger than 11 x 17.

### **L.15.3.2 Quality Control**

The offeror shall provide information on quality control and quality assurance techniques planned to meet its requirements of Section C. In addition, the offeror's approach should demonstrate the ability to achieve required timeliness and quality standards and identify methods planned to insure provision of quality products and services including such things as:

- problem identification and resolution
- spot checks of ongoing work,
- type, method and frequency of inspections and
- identification and elimination of systemic problems.

The offeror's proposed Quality Control Plan will be incorporated into the resulting contract.

### **L.15.3.3 Transition Plan**

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

The offeror shall address a transition plan that will allow the offeror to be fully functional on July 1, 2013. The transition plan shall detail the acquisition of facilities, equipment, supplies, recruitment, training, and retention of personnel along with a plan that addresses risk and a proposed mitigation plan that will allow a July 1, 2013 start. The transition plan shall address the offeror's experience in transitioning employees covered by service contract act. The transition plan shall include an explanation of how it will insure the provision of required services by contract start. The transition plan should contain any other information the offeror considers relevant to the solicitation.

### L.15.3.4 Resources

The offeror shall provide a detailed plan describing the resources required to provide the services specified in the RFP. This plan shall address the proposed staffing, equipment, supplies, and facilities. The offeror shall describe the proposed organizational structure (including any sub-contractors) in terms of roles, responsibilities, and reporting. The offeror shall, for each CLIN in Schedule B, provide the labor category, and established production rates for that CLIN. The offeror shall provide information on plans and methods to recruit, train, manage and retain a quality workforce over the life of the contract, including information on dealing with unplanned agency closures (e.g. due to bad weather). The offeror shall describe contractor provided equipment and supplies including where appropriate, performance information necessary for successful completion of all functions.

### L.15.3.5 Key Personnel

The offeror must submit a resume for each individual that the offeror designates for the job titles listed in clause H.6 (Key Personnel). Each resume should be accompanied by a letter of commitment letter shall not exceed 3 pages. At a minimum, the resumes must include: name of required person, proposed labor category or role of responsibility, education (degree(s)/certifications received and/or currently held, including the year completed, major field(s) of study, relevant experience (list employer, title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position. Key Personnel resumes are not included in the required 20 page count for technical approach.

### L.15.4 Past Performance (Volume 1, Section 2).

The past performance section shall not exceed **ten** (10) pages in total inclusive of all offeror references, but not including teaming agreement (see paragraph L.14.a) and past performance questionnaire responses (see paragraph L.14.b below). This volume must include, at a minimum, the following:

- a. The offeror shall demonstrate relevant past performance by providing evidence of past work similar to the work contemplated by the SOW, Section C. (The term "contract" also refers to "BPA", "IDIQ", "task order", or "delivery order.").

## **DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

a.1 This evidence shall consist of a description and list of five (5) contract references (see paragraph a.2 below) within a three (3) year period from release date of the Request for Proposal that meet the currency and relevancy criteria as described below. For all references, contracts value must be at \$1,000,000 or more per year over the life of the contract. References provided shall pertain to the proposing corporate organization (prime contractor). If the offeror was recently acquired or merged with another entity, the references submitted must directly pertain to the experience of the offeror and not to parent corporations, subsidiaries, or affiliates. The offeror shall provide current points of contact (Contracting Officer, COTR, Task Order Manager, etc.), point of contact's telephone number, fax number, email addresses (if available), contract title (if applicable) contract number, contract type, period of performance, dollar amount, capacity in which work was performed as prime or subcontractor and description of work performed.

a.2 Two of the five (5) contract references, must be for work that the offeror performed and completed as a prime contractor. Offerors may also list contract references where the offeror performed as a 1st-Tier Subcontractor or as a teaming partner with another 1st Tier Subcontractor. If the offeror performed as a 1st-Tier Subcontractor or as a teaming partner with another 1st Tier Subcontractor, the offeror must identify the percentage of work performed and the total obligated amount to date that is being performed by the offeror. On-going contracts that are not yet completed are not precluded as references.

Note: If listing contract references from a proposed subcontractor, then a signed teaming agreement and plan must also be submitted with the Past Performance volume. The submission of proposed subcontractor references notwithstanding, please note that at least two (2) of the five (5) required past performance contract references must be from the offeror in the capacity of a prime contractor. The teaming plan shall not exceed five (5) pages and is not included in the ten (10) page count for this factor.

### **For each subcontractor of the team, the offeror must identify:**

- a) Name of the subcontractor
- b) Area of expertise of the subcontractor
- c) Proposed percentage of contract work to be given to the subcontractor
- d) Identify the subcontractor as a large business or a small business (i.e. veteran owned small business including service disabled veteran-owned business, hubzone small business concerns, women-owned small business concerns, small disadvantaged business, 8a small business concerns and small business per NAICS.

### **Currency and Relevancy Criteria:**

i. Currency. Each contract reference must have a period of performance of at least 12 consecutive months that fall within a three (3) year period from the release of the Request for Proposal, where at least two (2) of the offeror's contract references must be where the offeror performed as a prime contractor.



## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

ii. Relevancy. To be relevant, a contract reference must be a contract with any federal, state, or local Government entity or commercial entity in which a principle function of the contract involved the full range of program management and technical activities necessary to perform the contract successfully which are the same, or similar as those addressed in the SOW, Section C. References where the offeror performed as a prime contractor will be considered more relevant to the solicitation requirements.

For each cited contract, the offerors shall provide a succinct description of services provided. At a minimum, this information should demonstrate the offeror's past success in:

- managing similar size requirement and performing comparable or relevant experience,
- employing, managing, and retaining skilled personnel,
- managing services similar to the requirements of this RFP,
- processing large work volumes,
- meeting timeliness and quality standards,
- managing fluctuating workloads,
- managing multiple tasks in multiple locations, and
- cooperating with agency management on changing work processes and implementing new technology; and the offeror's interfaces with customers and other contractors performing on the contract or with whom coordination was required to successfully perform the work.
- Providing information on any problems encountered on the identified contracts and the corrective action taken and any termination within the past three (3) years.

**If a contract reference does not meet the above Currency and Relevancy criteria as described above, the contract reference will not be considered for evaluation.**

If more than five (5) contract references are submitted, the Government will only evaluate the first five (5) relevant contract references. If an offeror cannot submit the requisite number of references a statement certification so stating is required.

b. In addition to the information required above, the Government will utilize the Past Performance Questionnaire at Attachment 11 to obtain past performance information. The past performance questionnaire responses must be from the same past performance contract references identified by the offeror in the Past Performance volume described above. The Past Performance Questionnaire responses are not included in the page count for this section. The offeror is responsible for exercising due diligence to ensure references submit completed past performance questionnaires directly to the Government no later than the proposal submission due date.

Attachment 11 of this RFP is provided for the offeror to give to their references. This form should be completed by the reference and submitted to the Contracting Specialist via email not later than the RFP submission due date:

Shellie Eaton  
Email: [shellie.eaton@uspto.gov](mailto:shellie.eaton@uspto.gov)

**NOTE: False information provided concerning references or offerors certifications will result in the USPTO not considering an offeror for award of any resulting contracts among other available USPTO remedies for false information.**

In the conduct of its past performance evaluation of offerors, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include information derived from present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Those offerors who have NO past performance history will be given a Past Performance rating of neutral.

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

The USPTO will evaluate:

- Relevant experience: will be evaluated to determine the extent of offeror's experience providing same or similar size services, managing high volumes of work with fluctuating workloads, managing a large workforce in multiple locations, recruiting and retaining a large, quality workforce.
- Customer satisfaction.

#### L.15.5 Price Proposal (Volume 2)

Offerors shall provide a completed Section B containing proposed unit prices for the base and each option year for each line item listed along with detailed pricing data which demonstrates each element (quantity of labor hours or FTE, labor category, labor rates, taxes, benefits, etc.) Offerors also shall provide a breakdown of the elements which compose the unit price such as DOL Title, DOL occupation code and description, Contract Title, Labor Code, hourly wage, hours, hourly Health & Welfare, G&A, profit, overhead, number of FTEs per CLIN, specific FTE as a prime or subcontractor, cost of proposed equipment and supplies, etc. For the purpose of proposing cost estimates, offerors should use DOL (WD) 2005-2103 Rev. 12 dated 06/13/2012, Attachment 10. This WD remains in effect unless otherwise updated prior to the submission of proposals.

Note: Current significant budgetary constraints demand that the impact on these constraints and ownership of the solution be shared throughout the public sector including its contractors. Offerors are asked to consider reduction of elimination of costs/pricing of the escalation of labor hours during the performance of this contract.

The evaluation shall consider:

- Reasonableness: A price analysis will be conducted to determine that the prices are fair and reasonable.

**DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)**

**L.15.6 Solicitation**

Offerors shall submit one fully executed copy of the solicitation including all amendments, SF-33, and completed Section K – Offeror Representations and Certifications.

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

Clause	Title	Date
52.217.5	Evaluation of Options	July 1990

### M.2 SINGLE OR MULTIPLE AWARD

The USPTO intends to make a single award.

### M.3 AWARD WITHOUT DISCUSSIONS

(a) The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best proposal. The USPTO reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions may be conducted as described in either the Federal Acquisition Regulation (FAR) or the Patent and Trademark Office Acquisition Guideline (PTAG).

(b) If discussions are conducted in accordance with the FAR, the Contracting Officer may determine that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted. In such circumstances, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offerors.

### M.4 BASIS OF CONTRACT AWARD

(a) The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

(b) Award of any contract will be made to the responsive, responsible offeror whose technical proposal including options, as well as *technical information (technical approach and past*

*performance*), and price proposal including options represents the best overall value to the USPTO. This will be determined by comparing differences in the value of technical and past performance with differences in price to the USPTO. The USPTO is under no obligation to award to the offeror whose proposal receives the highest overall rating or whose proposal is the lowest priced. The USPTO shall determine what tradeoff among technical, past performance, and price factors promises the greatest value to the USPTO.

(c) To be eligible for source selection and contract award, the offeror shall meet the following conditions:

- Determined responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the RFP.
- Proposal is prepared according to instructions set forth in the RFP and demonstrates the offeror's capability to perform the scope of work required.
- Meet the mandatory requirements set forth in Section C of the RFP.

(d) The USPTO will not award a contract at a significantly higher overall cost to achieve slightly superior features. However, the USPTO reserves the right to award a contract at a higher overall cost for significantly superior features. In assessing superior features, the USPTO will conduct trade-off analysis giving consideration to the proposal that demonstrates the offeror's capability of furnishing to the USPTO and its customers continued high quality patent support services. The USPTO may reject any or all proposals if such action is in the interest of USPTO.

## **M.5 EVALUATION CRITERIA**

Evaluation Factors are listed here in descending order of importance: Technical Approach, Past Performance and Price. Non price factors will be scored. Price will not be scored, but evaluated. When combined the Non-Price Factors are significantly more important than Price. Under Factor 1 Technical Approach, planned operations is more important than quality control; quality control is more important than transition plan, transition plan is more important than resources; resources is more important than key personnel. Under Factor 2 Past Performance, relevance and customer satisfaction are of equal importance.

### **Factor 1 Technical Approach –**

The overall technical approach evaluation will consider relevance, credibility, responsiveness, and completeness of the approach. The USPTO will assess the offeror's understanding of the requirement and viability of the planned approach. The following sub-factors will be used to evaluate an offeror's technical approach:

- **Planned Operations:** evaluate an offeror's understanding by analyzing proposed workflows and workflow management plans. The proposed approach will be evaluated for completeness and viability, the ability to respond to fluctuating workloads, the ability to meet required processing turnaround times, and the ability to provide required production data/reports.

## DOC52PAPT1200047: PATENT OFFICE SUPPORT SERVICES (POSS)

- **Quality Control:** evaluate for its ability to provide quality products and services. Proposed methods and techniques to promptly identify and resolve problems and errors, to identify and eliminate systemic problems, and to monitor ongoing work operations will be evaluated for sufficiency and effectiveness.
- **Transition Plan:** evaluate an offeror's plan and schedule to acquire needed facilities, equipment and supplies and to recruit and train personnel. The plan will be evaluated for its feasibility in meeting required contract start date.
- **Resources:** evaluate proposed staffing by reviewing the appropriateness of numbers and labor categories of employees; the reasonableness of production rates; the adequate ratio of management and supervisory personnel; the viability of plans to recruit, train, manage, and retain a quality work force during the life of the contract. Evaluate proposed equipment and supplies to determine their sufficiency and appropriateness and their effectiveness in meeting performance requirement.
- **Key Personnel:** evaluate the offeror's ability to provide qualified key personnel in meeting key contract requirements with demonstrated skills in personnel management and demonstrated experience in program or project management.

### **Factor 2 Past Performance –**

- Relevant experience: will be evaluated to determine the extent of offeror's experience providing same or similar size services, managing high volumes of work with fluctuating workloads, managing a large workforce in multiple locations, recruiting and retaining a large, quality workforce.
- Customer satisfaction.

### **Factor 3 Price –**

- Reasonableness: A price analysis will be conducted to determine that the prices are fair and reasonable.